

TREASURER'S MONTHLY REPORT-BANK BALANCES, INVESTMENTS, REVENUES AND DISBURSEMENTS**March 31, 2021****BANK BALANCES:**

	STATEMENTS
US BANK MASTER ACCOUNT	\$ 5,866,411.99
TOTAL	<u>\$ 5,866,411.99</u>

INVESTMENTS:

MT Board of Investments - Short Term Investment Pool (STIP)	\$ 32,931,104.89
TOTAL	<u>\$ 32,931,104.89</u>
GRAND TOTAL	<u>\$ 38,797,516.88</u>

OTHER BANK BALANCES:

	STATEMENTS
CLERK OF COURT RESTITUTION	\$ 15,661.87
SHERIFF'S COMMISSARY	\$ 73,325.24
SHERIFF'S CIVIL	\$ 32,141.86
SHERIFF'S EVIDENCE	\$ 73,261.45
JUSTICE COURT OLD TRUST	\$ 1,218.92
JUSTICE COURT NEW TRUST	\$ 99,728.88
TOTAL	<u>\$ 295,338.22</u>

RECEIPTS:

MOTOR VEHICLE	\$ 1,020,150.61
PROPERTY TAX	\$ 894,300.61
REVENUE RECEIPTS	\$ 4,399,115.97
TOTAL	<u>\$ 6,313,567.19</u>

DISBURSEMENTS: Made in the current month.

MONTANA MOTOR VEHICLE DIVISION	\$ 735,599.73
MONTANA DEPT. OF REVENUE	\$ 176,271.58
CITY OF GREAT FALLS	\$ 351,342.18
GREAT FALLS PUBLIC SCHOOLS	\$ 466,391.39
MISC. REMITTANCES	\$ 24,204.80
TOTAL	<u>\$ 1,753,809.68</u>

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 03/27/2021

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #310227 through #310372 totaling \$ 320,607.73 and EFT #32921 to 3302021 totaling \$ 1,610.47 for an A/P total of \$ 322,218.20 dated 03/27/2021 through 04/02/2021.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 04/03/2021

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks # 310373 through #310503 totaling \$ 485,441.53 and EFT's #9101894 through 9101905 totaling \$ 19,943.03 for an A/P total of \$ 505,384.56 dated 04/05/2021 thru 04/09/2021.

In addition, payroll checks #95879 through #95944 were issued totaling \$ 52,538.17 and EFT's 5251053 through 5251931 were made totaling \$ 1,022,768.38 for a payroll total of \$ 1,075,306.55 for the month of March 2021.

A listing of all paid warrants is available in the Cascade County Commissioners Office.

CASCADE COUNTY WORK SESSION MINUTES

VIA ZOOM ONLINE MEETING

April 7, 2021 – 2:00 P.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on April 27, 2021.		COMMISSION MINUTES JOURNAL # 61
Board of Cascade County Commissioners: Chairman Briggs, Commissioner Jim Larson, and Commissioner Don Ryan.		
Staff Present: Undersheriff Cory Reeves, Chrissy Wood- Sheriff's Dept., Les Payne – Public Works Director, Charity Yonker- Planning Director, Amber Hobbs – Planner, Mary Embleton – Budget Officer, Carey Ann Haight – Deputy County Attorney, Trisha Gardner-City/County Health Dept., Kim Thiel-Schaaf- Ageing Services Director, Bonnie Fogerty Commission office, Michelle Bruner and Marie Johnson Deputy Clerk & Recorder		
Public Members Present: None		
Chairman Briggs opened the work session meeting at 2:00 pm		
Consent Agenda Items:		Department:
Resolution 21-21: Budget Appropriation amending the budgets for Fund #2301 in the amount of \$724,793.00 received from the Governor's Local Government CRF Relief Fund, and then transferring those funds to Fund #4140 ADC Capital Improvements. Mary Embleton presented.		Commissioners 00:57
Contract 21-43: Electronic Recording Agreement by and between SYNGRO Inc. and Cascade County for use by the Clerk & Recorder's Office. Carey Ann Haight and Marie Johnson presented. <i>(This item was pulled from the meeting)</i>		C & R office 01:15
Contract 21-44: All American Pest Control Inc. of Great Falls Contract for seven months of pest control at the MT ExpoPark. Total Amount: 3,500.00. Les Payne presented.		MT Expo Park 02:50
Contract 21-45: Professional Services Agreement with Big Sky Civil Engineering (BSCE) for engineering services relating to the design and maintenance repairs for road improvements within the Black Eagle community. Total Cost: \$28,036.00 and not to exceed \$30,000.00. Les Payne presented.		Public Works 04:22
Contract 21-49: Collective Bargaining Agreement by and between Teamster Local Union #2 and Cascade County I.T. Employees. Effective: July 1, 2021 - June 30, 2025. Carey Ann Haight presented.		Human Resources 05:26
Contract 21-50: Collective Bargaining Agreement by and between Cascade County and American Federation of State, County and Municipal Employees (AFSCME) MT Council 9 Local #28 (Adult Detention Officers). Effective: July 1, 2021 - June 30, 2024. Moved to regular agenda. Corey Reeves and Carey Ann Haight presented.		Human Resources 07:28
Contract 21-51: Memorandum of Understanding between the Cascade County Detention Center and AFSME Local 28 Union Membership of Adult Detention Officer. Effective: Immediately upon signing - June 30, 2024. Moved to regular agenda. Corey Reeves and Carey Ann Haight presented.		Human Resources 08:44
Contract 21-52: MT DPHHS #21027210050, Amendment #1, Commodity Supplemental Food Program (CFSP) with Area VIII Agency on Aging. Funding Increase not to exceed: \$894.00 Effective October 1, 2020 - January 24, 2021. (Ref: Contract # 20-199, R0400619). Kim Thiel-Schaaf presented.		Aging Services 11:17
CITY COUNTY HEALTH DEPARTMENT		
Contract 21-38: Professional Services Agreement with TriWest Healthcare Alliance Corporation to establish the City-County Health Department as a contracted provider of services. Effective: Two years from the date of the last signature. Trisha Gardner presented.		CCHD 16:28

CASCADE COUNTY WORK SESSION MINUTES
VIA ZOOM ONLINE MEETING
April 7, 2021 – 2:00 P.M.

Contract 21-41: Department of Environmental Quality (DEQ) Contract No. 521001. Purpose: Assist the County to provide services related to the Cascade County air pollution control program. Effective: July 1, 2020 - June 30, 2021. Total Funding: \$11,705 (No County Match) Trisha Gardner presented.	CCHD 16:41
Contract 21-42: Department of Environmental Quality (DEQ) Contract No. 521002. Purpose: Assist the County to provide services related to air quality compliance activities in Cascade County. Effective: July 1, 2020 - June 30, 2021. Total Funding: \$1,750 (No County Match) Trisha Gardner presented.	CCHD 17:14
Contract 21-46: Memorandum of Understanding with the Great Falls Public Schools establishing East Middle School facilities and equipment as a temporary emergency response site for the Cascade City-County Health Department in the event of a public health emergency. Effective: April 6, 2021, until terminated. Trisha Gardner presented.	CCHD 18:46
Contract 21-47: Memorandum of Understanding with Sun River Public Schools establishing Fort Shaw Elementary School facilities and equipment as a temporary emergency response site for the Cascade City-County Health Department in the event of a public health emergency. Effective: April 6, 2021, until terminated. Trisha Gardner presented.	CCHD 20:08
Contract 21-48: Memorandum of Understanding with Belt Public Schools establishing Belt Public School facilities and equipment as a temporary emergency response site for the Cascade City-County Health Department in the event of a public health emergency. Effective: April 6, 2021, until terminated. Trisha Gardner presented.	CCHD 20:54

AGENDA –

1. Application for Buildings for Lease or Rent Amber Hobbs presented.

Contract 21-40: Proposed mini-storage facility. Location: Lot 1 of the Painted Horse Subdivision, in Section 31, Township 21 North, Range 03 East, P.M.M. Cascade County, MT. Applicant: Scott Cordeiro
21:42

2. Public Hearing Community Development Block Grant (CDBG) Needs Assessment Hearing Mary Embleton presented. 22:11

There were no additional items to add to the meeting.

Adjournment: Chairman Briggs closed the work session meeting at 2:30 p.m.

CASCADE COUNTY COMMISSION MEETING

April 13, 2021

Via Zoom

9:30 A.M.

Commission
Journal #61

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on April 27, 2021.

Commission: Chairman Joe Briggs, Commissioner Jim Larson, and Commissioner Don Ryan.

Staff: Undersheriff Reeves, Chrissy Wood-Sheriff's Department, Mary Embleton - Budget Officer, Carey Ann Haight - Deputy County Attorney, Les Payne - Public Works Director, Charity Yonker and Amber Hobbs- Planning Dept., Trisha Gardner-CCHD, Diane Brien-Accounting, Bonnie Fogerty - Commission Office, Michelle Bruner and Marie Johnson - Deputy Clerk & Recorder,

Public: Dan Richardson, Colter Anstaett, Kelton Foster, Nicole Girtten, Scott Cordeiro, Gary Owen, Sarah Peck, Kent Luoma, Jolene Schalper, Katie Batterbee, Nate Wiesenberger, Rae Gralkowski, Sun Prairie County Water District, Sara Converse, and Corey Hageman.

Call to Order: Commissioner Briggs called the meeting to order. 00:09

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. 00:28

Purchase orders and accounts payable checks: *See agenda for payment information.* Commissioner Larson made a **MOTION** to approve purchase orders and accounts payable warrants. **Motion carries 3-0 03:54**

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Ryan made a **MOTION** (A) Approval of Routine Contracts as Follows:

Resolution 21-21: Budget Appropriation amending the budgets for Fund #2301 in the amount of \$724,793.00 received from the Governor's Local Government CRF Relief Fund, and then transferring those funds to Fund #4140 ADC Capital Improvements. 03:01

Contract 21-44: All American Pest Control Inc. of Great Falls Contract for seven months of pest control at the MT ExpoPark. Total Amount: 3,500.00 03:50

Contract 21-45: Professional Services Agreement with Big Sky Civil Engineering (BSCE) for engineering services relating to the design and maintenance repairs for road improvements within the Black Eagle community. Total Cost: \$28,036.00 and not to exceed \$30,000.00. 03:50

Contract 21-49: Collective Bargaining Agreement by and between Teamster Local Union #2 and Cascade County I.T. Employees. Effective: July 1, 2021 - June 30, 2025. **04:28**

Contract 21-52: MT DPHHS #21027210050, Amendment #1, Commodity Supplemental Food Program (CFSP) with Area VIII Agency on Aging. Funding Increase not to exceed: \$894.00 Effective October 1, 2020 - January 24, 2021. (Ref: Contract 20-199, R0400619). **05:21**

City-County Health Department

Contract 21-38: Professional Services Agreement with TriWest Healthcare Alliance Corporation to establish the City-County Health Department as a contracted provider of services. Effective: Two years from the date of the last signature. **05:39**

Contract 21-41: Department of Environmental Quality (DEQ) Contract No. 521001. Purpose: Assist the County to provide services related to the Cascade County air pollution control program. Effective: July 1, 2020 - June 30, 2021. Total Funding: \$11,705 (Renewal) (No County Match) **05:54**

Contract 21-42: Department of Environmental Quality (DEQ) Contract No. 521002. Purpose: Assist the County to provide services related to air quality compliance activities in Cascade County. Effective: July 1, 2020 - June 30, 2021. Total Funding: \$1,750 (Renewal) (No County Match) **06:13**

Contract 21-46: Memorandum of Understanding with the Great Falls Public Schools establishing East Middle School facilities and equipment as a temporary emergency response site for the Cascade City-County Health Department in the event of a public health emergency. Effective: April 6, 2021, until terminated. **06:27**
Motion carries 3-0 to approve items on the consent agenda **08:23**

Approval of the Minutes: Commissioner Larson made a MOTION to (A) Approve minute entries March 23rd, 2021. **Motion carries 3-0**

Agenda Items

Agenda Item #1

Motion to Approve or Disapprove:

Contract 21-40: Application for Buildings for Lease or Rent: Proposed Mini-storage facility. Location: Lot 1 of the Painted Horse Subdivision, in Section 31, Township 21 North, Range 03 East, P.M.M. Cascade County, MT. Applicant: Scott Cordeiro **09:17-17:45**
Amber Hobbs presented this item.

Commissioner Larson made a **MOTION** to adopt the staff report and approve the seven (7) mini-storage buildings with 28-units per building, one (1) mini-storage buildings with 10 units, two (2) mini-storage buildings and 20 units per building and one (12) mini storage building with 12 units located on Parcel #2019071th Geocode 02-3138-31-3-02-19-0000subject to two (2) conditions. **Motion carries 3-0**

Agenda Item #2

Motion to Approve or Disapprove: Contract 21-50: Collective Bargaining Agreement by and between Cascade County and American Federation of State, County and Municipal

Employees (AFSCME) MT Council 9 Local #28 (Adult Detention Officers). Effective: July 1, 2021 - June 30, 2024. 17:52-22:35
Carey Ann Haight presented this union contract.

Commissioner Ryan made a **MOTION** to approve Contract 21-50 a collective bargaining agreement between Cascade County Montana and AFSCME MT Council 9 Local #28 adult detention officers effective July 1, 2021-June 30, 2024. **Motion carries 3-0**

Agenda Item #3

Motion to Approve or Disapprove:

Contract 21-51: Memorandum of Understanding between the Cascade County Detention Center and AFSME Local 28 Union Membership of Adult Detention Officer.

Effective: Date of Signing - June 30, 2024. (Ref: Contract 21-50) 22:43-24:53

Carey Ann Haight presented this union contract.

Commissioner Ryan made a **MOTION** to approve Contract 21-51 MOU with regard to Contract 21-50, a collective bargaining agreement between Cascade County Montana and AFSCME MT Council 9 Local #28 adult detention officers. **Motion carries 3-0**

Agenda Item #4

Public Hearing:

Community Development Block Grant (CDBG) Needs Assessment Hearing 25:57-45:00

Chairman Briggs recessed the regular meeting and opened up the public hearing.

The reading of the public notice was waived without objections (see Exhibit "A").

Mary Embleton- Finance officer read her agenda action report.

Chairman Briggs opened the meeting to the public.

Kent Louma-Sand Coulee introduced a sewer project in Sand Coulee and place a letter of inquiry in the record (see exhibit "B"). 32:47

Sarah Converse-Sweet Grass Development spoke. 34:09

Coleen Doren- Sun Prairie Water District stated they were looking for additional funds. 36:09

Katie Batterbee- NeighborWorks of Great Falls spoke. 39:25

Jolene Schalper-Great Falls Development Authority spoke. 41:01

Sarah Peck-Black Eagle Cascade County Sewer District spoke. 42:03

Written letters of request were received from Upper/Lower River Road Water and Sewer District (see Exhibit "C"), and South Wind Water and Sewer District (see Exhibit "D").

Chairman Briggs closed the public meeting and reconvened the regular meeting. 45:00

Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)

Colter Anstaett of KRTV questioned the timing of the school district contracts. 45:31

Adjournment: Chairman Briggs adjourned this Commission Meeting at 10:18 a.m.



PROCLAMATION



- WHEREAS,** Montana is home to approximately 78,000 Indigenous people and 12 tribal nations; Assiniboine, Blackfeet, Chippewa, Cree, Crow, Gros Ventre, Kootenai, Little Shell Chippewa, Northern Cheyenne, Pend d'Oreille, Salish, and Sioux; and
- WHEREAS,** Great Falls is located on the traditional lands of the Blackfoot, Sioux, Crow, Salish/Kootenai, and Little Shell Chippewa nations; and
- WHEREAS,** Great Falls is the tribal capital of the federally recognized Little Shell Chippewa Nation; and
- WHEREAS,** the effects of early colonization directly correlate to a rise in violence against Native women and girls, in direct conflict with traditional Indigenous cultural values; and
- WHEREAS,** the disappearances and murders of Native women and girls are often directly connected to domestic violence, sexual assault, or trafficking, becoming a direct threat to tribal sovereignty, and compromising the ability to heal from historic trauma; and
- WHEREAS,** Native American women are more likely to die from homicide than illness, with homicide being the third leading cause of death for Native American females aged 10-24; and
- WHEREAS,** Montana is fifth in the nation for the incidence of Missing and Murdered Indigenous Women with over 600 known cases, and much more likely going underreported; and
- WHEREAS,** Cascade County stands with other tribal, local, regional, state, and national governments and organizations in support of the National Day of Awareness for Missing and Murdered Indigenous Women; and
- WHEREAS,** organizations in our community such as the North Central Montana Human Trafficking and MMIP Taskforce, Sisters United, and others bring awareness, combat the root causes, and provide support in the fight against the Missing and Murdered Indigenous Women epidemic.

NOW, THEREFORE, the Cascade County Commissioners do hereby proclaim May 5, 2021, as

MISSING AND MURDERED INDIGENOUS WOMEN AWARENESS DAY

In Cascade County we encourage businesses, organizations, public institutions, and community members to observe this day, learn and educate, and combat this crisis facing our Indigenous neighbors.

**BOARD OF COMMISSIONERS
CASCADE COUNTY, MONTANA**

Joe Briggs
Chairman

James L. Larson
Commissioner

Don Ryan
Commissioner

April 27, 2021

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Compensation Board**

PRESENTED BY: **Commission**

Compensation Board

Applicant

(1) Vacancy

Term Expiration: June 30, 2023

☐

Evelyn Forsyth

The Cascade County Compensation Board is a ten (10) member board established to recommend salary compensation for Cascade County Elected Officials.

Under Montana State Statute, the County is required to assemble a compensation board to determine the salaries of the County Treasurer/Superintendent of Schools, County Attorney, County Commissioners, County Clerk and Recorder/Surveyor, Clerk of the District County, County Sheriff and Justice of the Peace. The Cascade County Compensation Board consists of:

- Board of County Commissioners
- Three County Elected Officials
- County Attorney
- Three Resident Taxpayers appointed by the Board of County Commissioners

Applicants for the three resident taxpayer vacancies must be residents of Cascade County. The Cascade County Compensation Board shall hold hearings annually, generally in late May/early June, for the purpose of reviewing the compensation paid to county officers for the succeeding fiscal year. The Compensation Board may consider the compensation paid to comparable officials in other Montana counties, other states, state government, federal government and private enterprise when determining a salary schedule. The schedule must take into consideration county variations, including population, the number of residents living in unincorporated areas, assessed valuation, motor vehicle registrations, building permits, and other factors considered necessary to reflect the variations in the workloads and responsibilities of county officials, as well as the tax resources of the county.



CASCADE COUNTY BOARD APPLICATION



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date April 1, 2021

NAME Evelyn Forsyth

TELEPHONE (Home) _____ (Work) 791-7331 (Cell) 868-4614 (E-Mail) eforsyth@dadco.com

CURRENT ADDRESS 212 Skyline Drive NE Great Falls, MT 59404

Previous Public Experience (Elected or Appointed) N/A

Previous Volunteering or County Boards N/A

Current Volunteering or County Boards N/A

Current Employer D.A. Davidson Trust Company

P.O. 2309 Great Falls, MT 59403

Education _____

**Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.**

- | | | |
|--|---|---|
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input checked="" type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

Current Position: Senior V.P. Director of Operations - D.A. Davidson Trust Company

40 Years in the Financial Industry.

April 27, 2021

Resolution 21-25

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Budget Appropriation for the Cascade County Sheriff's Office Roof Replacement

INITIATED & PRESENTED BY: Chrissy Wood, Sheriff's Office

ACTION REQUESTED: Approval of Resolution 21-25 increasing Fund 4140 capital improvements utilizing Covid reimbursements

BACKGROUND:

Cascade County Commission approved Contract 21-32 (R0407006) an agreement between Cascade County and TD&H on March 23, 2021. TD&H will provide the bid document design services, contract bidding & construction administration totaling in the amount of \$157,560.00 for the CCSO/ADC roof replacement. The budget amendment is necessary to increase expenditures in 4140 Capital Reserves 4140-283-B0200 900.920 in the amount of \$157,560.00 offsetting existing funds from the reserves that resulted from the Covid reimbursements.

COST:	Bid Document Design Services	\$ 68,890.00
	Contractor Bidding Services	\$ 14,072.00
	<u>Construction Administration</u>	<u>\$ 74,598.00</u>
	Total:	\$157,560.00

RECOMMENDATION: Approval of Amendment 21-25.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Resolution 21-25 to increase 4140 capital reserves for the CCSO roof replacement.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Budget Resolution 21-25 to increase 4140 capital reserves for the CCSO roof replacement.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
ADC CAPITAL IMPROVEMENT FUND #4140**

RESOLUTION 21-25

WHEREAS, the Commission passed Resolution 20-50 Adopting the Final Budget for FY2021 on September 1, 2020 as per MCA 7-6-4020 for all funds including Fund #4140 ADC (Adult Detention Center) Capital Improvement Fund; and

WHEREAS, Cascade County had received CARES Act funding to provide relief to local governments and had determined the best use of these funds is to increase capital reserves for the Adult Detention Center; and

WHEREAS, the roof of the Adult Detention Center needs to be replaced which is considered to be a good use of these capital reserves, but the project was not previously budgeted; and

WHEREAS, the Board of Cascade County Commissioners approved Contract 21-32 with TD&H Engineering to begin the ADC roof project by performing architectural and engineering services for \$157,560; and

WHEREAS, a budget amendment is necessary to increase the expenditures in Fund #4140 by the contracted amount of \$157,560 which is offset by the existing cash reserves from the CARES Act reimbursements; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2019, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 27th Day of April, 2021.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JOE BRIGGS, CHAIRMAN

JAMES L. LARSON, COMMISSIONER

DON RYAN, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

Attachment A

To: Cascade County Board of Commissioners

CFDA #

Contract #

Responsible Department: Sheriff's Office

Prepared by: Chrissy Wood

Please approve the following budget changes:

Explanation of budget changes:

Changes authorized by:

Date _____

4/20/2021

Budget Officer

Date _____

Print Name _____



Budget Performance Report

Fiscal Year to Date 04/20/21

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 4140 - ADC Capital Reserve										
REVENUE										
Department 000 - Revenue										
37										
37.1010	Interest Earnings	5,000.00	.00	5,000.00	.00	.00	2,281.18	2,718.82	46	5,989.30
37 - Totals		\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$2,281.18	\$2,718.82	46%	\$5,989.30
38										
38.3014	Transfer from Public Saf	345,000.00	5,060,386.00	5,405,386.00	724,793.00	.00	5,172,886.22	232,499.78	96	133,000.00
38 - Totals		\$345,000.00	\$5,060,386.00	\$5,405,386.00	\$724,793.00	\$0.00	\$5,172,886.22	\$232,499.78	96%	\$133,000.00
Department 000 - Revenue Totals		\$350,000.00	\$5,060,386.00	\$5,410,386.00	\$724,793.00	\$0.00	\$5,175,167.40	\$235,218.60	96%	\$138,989.30
REVENUE TOTALS		\$350,000.00	\$5,060,386.00	\$5,410,386.00	\$724,793.00	\$0.00	\$5,175,167.40	\$235,218.60	96%	\$138,989.30
EXPENSE										
Department 209 - County Sheriff										
Function B0110 - Administration										
900										
900.940	Machinery & Equipment	60,000.00	.00	60,000.00	.00	13,842.32	.00	46,157.68	23	.00
900 - Totals		\$60,000.00	\$0.00	\$60,000.00	\$0.00	\$13,842.32	\$0.00	\$46,157.68	23%	\$0.00
Function B0110 - Administration Totals		\$60,000.00	\$0.00	\$60,000.00	\$0.00	\$13,842.32	\$0.00	\$46,157.68	23%	\$0.00
Department 209 - County Sheriff Totals		\$60,000.00	\$0.00	\$60,000.00	\$0.00	\$13,842.32	\$0.00	\$46,157.68	23%	\$0.00
Department 283 - ADC Capital Improvement										
Function B0200 - Detention & Correct Svs										
900										
900.920	Buildings	.00	.00	.00	.00	.00	.00	.00	+++	17,590.00
900.940	Machinery & Equipment	370,000.00	17,200.00	387,200.00	.00	.00	178,700.00	208,500.00	46	621,450.00
900 - Totals		\$370,000.00	\$17,200.00	\$387,200.00	\$0.00	\$0.00	\$178,700.00	\$208,500.00	46%	\$639,040.00
Function B0200 - Detention & Correct Svs Totals		\$370,000.00	\$17,200.00	\$387,200.00	\$0.00	\$0.00	\$178,700.00	\$208,500.00	46%	\$639,040.00
Department 283 - ADC Capital Improvement Totals		\$370,000.00	\$17,200.00	\$387,200.00	\$0.00	\$0.00	\$178,700.00	\$208,500.00	46%	\$639,040.00
EXPENSE TOTALS		\$430,000.00	\$17,200.00	\$447,200.00	\$0.00	\$13,842.32	\$178,700.00	\$254,657.68	43%	\$639,040.00
Fund 4140 - ADC Capital Reserve Totals										
REVENUE TOTALS		350,000.00	5,060,386.00	5,410,386.00	724,793.00	.00	5,175,167.40	235,218.60	96%	138,989.30
EXPENSE TOTALS		430,000.00	17,200.00	447,200.00	.00	13,842.32	178,700.00	254,657.68	43%	639,040.00
Fund 4140 - ADC Capital Reserve Totals		(\$80,000.00)	\$5,043,186.00	\$4,963,186.00	\$724,793.00	(\$13,842.32)	\$4,996,467.40	(\$19,439.08)		(\$500,050.70)
Grand Totals										
REVENUE TOTALS		350,000.00	5,060,386.00	5,410,386.00	724,793.00	.00	5,175,167.40	235,218.60	96%	138,989.30
EXPENSE TOTALS		430,000.00	17,200.00	447,200.00	.00	13,842.32	178,700.00	254,657.68	43%	639,040.00
Grand Totals		(\$80,000.00)	\$5,043,186.00	\$4,963,186.00	\$724,793.00	(\$13,842.32)	\$4,996,467.40	(\$19,439.08)		(\$500,050.70)

April 27, 2021

Resolution #21-26

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Prosecutorial Assistance
INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney
ACTION REQUESTED: Approval of Resolution 21-26

BACKGROUND:

The Office of the Montana State Auditor, Commissioner of Securities and Insurance, has offered to conduct the prosecutions of *State of Montana vs. Vanworth, Patrick Lawrence* and *State of Montana vs. Vanworth, Reid Alan* on behalf of the Cascade County Attorney's Office.

Montana Code Annotated § 7-4-2401 authorizes the county attorney to appoint special counsel as may be necessary for the faithful and prompt discharge of the duties of the office. Because the Office of the Montana State Auditor, Commissioner of Securities and Insurance, is charged pursuant to Mont. Code Ann. § 30-10-107 with general supervision and control of securities fraud investigations and enforcement. Having expertise in securities and insurance cases, it is customary for the State Auditor, Commissioner of Securities and Insurance to prosecute cases in the jurisdictions where charges are filed.

Cascade County will bear costs associated with the prosecution, but not attorney fees.

RECOMMENDATION: Approval of Resolution 21-26.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Resolution 21-26 authorizing the appointment of the Office of the Montana State Auditor, Commissioner of Securities and Insurance to conduct the prosecutions of *State of Montana vs. Vanworth, Patrick Lawrence* and *State of Montana vs. Vanworth, Reid Alan* on behalf of the Cascade County Attorney's Office.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Resolution 21-26 authorizing the appointment of the Office of the Montana State Auditor, Commissioner of Securities and Insurance to conduct the prosecutions of *State of Montana vs. Vanworth, Patrick Lawrence* and *State of Montana vs. Vanworth, Reid Alan* on behalf of the Cascade County Attorney's Office.

**BEFORE THE BOARD CASCADE COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

RESOLUTION 21-26

WHEREAS, the Cascade County Attorney has accepted an offer of prosecutorial assistance from the Office of the Montana State Auditor, Commissioner of Securities and Insurance, in the prosecutions of *State of Montana vs. Vanworth, Patrick Lawrence* and *State of Montana vs. Vanworth, Reid Alan*;

WHEREAS, it is desired and deemed appropriate that a Special Deputy County Attorney be appointed to assist in handling prosecution issues in the aforementioned cases;

WHEREAS, Mont. Code Ann. § 7-4-2401 authorizes the county attorney to appoint special counsel as may be necessary for the faithful and prompt discharge of the duties of the office; and,

WHEREAS, the Office of the Montana State Auditor, Commissioner of Securities and Insurance, is charged pursuant to Mont. Code Ann. § 30-10-107 with general supervision and control of securities fraud investigations and enforcement;

THEREFORE, BE IT RESOLVED, that the attorneys assigned to the Office of the Montana State Auditor, Commissioner of Securities and Insurance, and any attorneys retained by the Office of the Montana State Auditor, Commissioner of Securities and Insurance, are hereby appointed as Special Deputy Cascade County Attorneys for the purpose of assisting in the prosecution of the aforementioned cases.

BE IT FURTHER RESOLVED, the Office of the Montana State Auditor, Commissioner of Securities and Insurance, shall charge the County no fee for attorney time provided by its attorneys. Witness fees and expenses, jury costs, and other normal costs associated with trial will be the County's responsibility as with all other prosecutions.

RESOLUTION 21-26

DATED this 27th day of April, 2021.

**BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY**

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

ATTESTED this ____ day of _____, 2021

Cascade County Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

April 27, 2021

Contract #21-57

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: 310 Permit CA-03-21P
Big Sky Select Properties/Missouri River

INITIATED BY: Woith Engineering/Contractor

PRESENTED BY: Tenlee Atchison, Cascade Conservation District

ACTION REQUIRED: Approval of Contract 21-57

BACKGROUND:

**CA-03-21 – BIG SKY SELECT PROPERTIES/BRION LINDSETH
NEW APPLICATION**

**MISSOURI RIVER
STORM DRAIN PLACEMENT**

Application is to provide stormwater discharge into the Missouri river from a large development project. The applicant proposes the installation of a new 24" storm water outfall into the Missouri River. An excavator will be used to dig a trench for a 24" pipe and out fall structure near the bank of the river. No equipment will enter the stream. The proposed storm drainage system will capture runoff from the parking areas, sidewalk, patios, and roof area. Runoff from the building roof will be routed through internal downspouts and underground piping to a connection with the rest of the storm drainage system. This will be piped across river drive and discharge into the Missouri River. Approximately 10' of linear bank will be impacted by the construction of the outfall pipe and concrete structure. The outfall pipe will be flush with the existing bank. A precast concrete flared headwall outfall structure will be set into the bank to provide erosion control and mitigation through a concrete channel that extends from the end of the outfall pipe towards the water body. Approximately 9-10 cubic yards of riprap protection will extend 10 linear feet into the river. This project will not produce discharge of dredge or fill material and not structures will be constructed on fill, piles or float-supported platforms. All SWPPP as required by the Clean water act will be followed. All work meets the City of Great Falls Storm Water Design Manual and the Montana DEQ Standards for storm drainage.

RECOMMENDATION: Approve CA-03-21 as submitted per Cascade Conservation District during their March 12, 2021 regular board meeting

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 21-57, 310 Permit CA-03-21.

MOTION TO DISAPPROVE:

Mr. Chairman, I move the Commission **DISAPPROVE** Contract 21-57, 310 Permit CA-03-21.

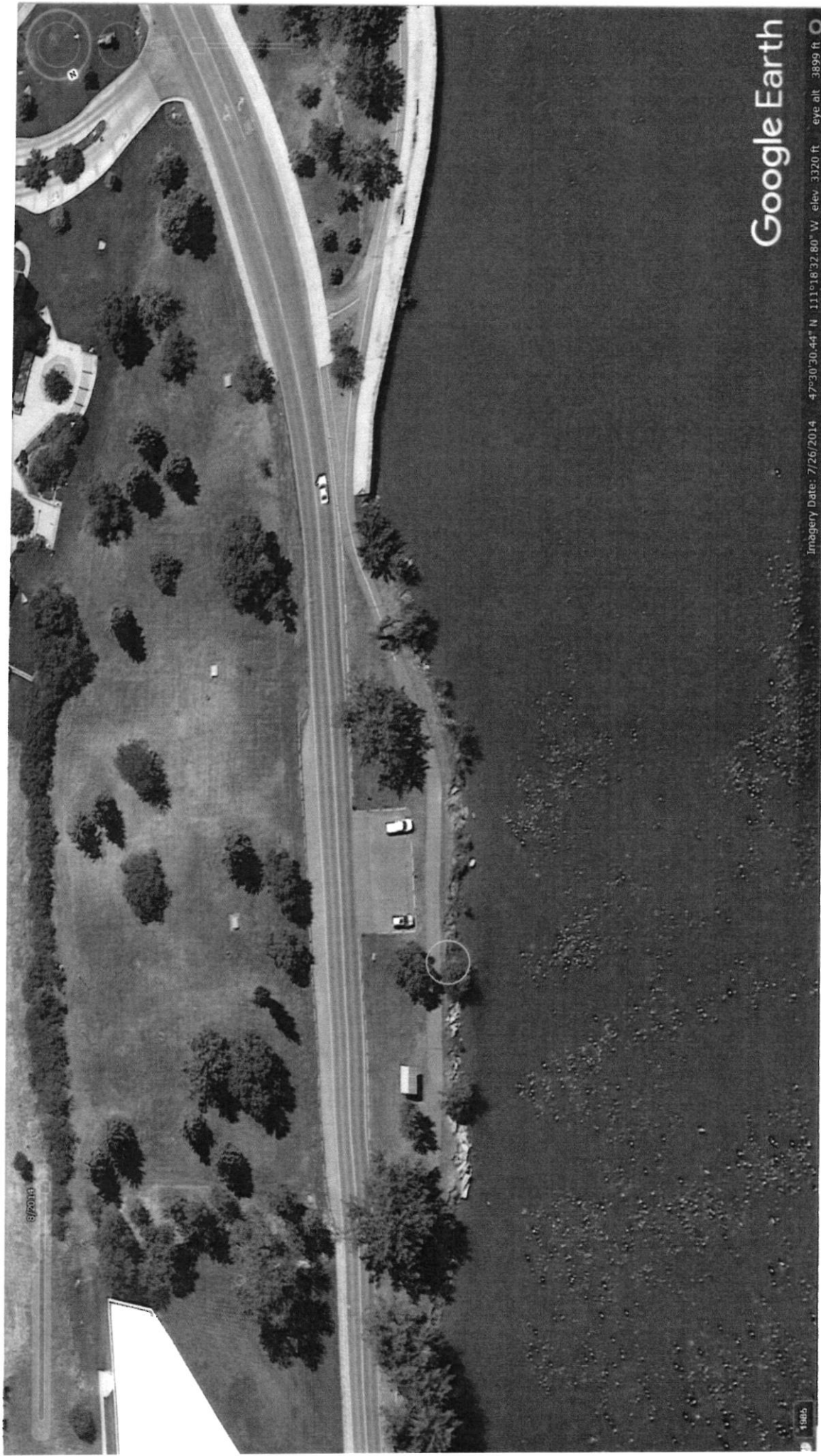
**CA-03-21 – BIG SKY SELECT PROPERTIES/BRION LINDSETH
NEW APPLICATION**

**MISSOURI RIVER
STORM DRAIN PLACEMENT**

Application is to provide stormwater discharge into the Missouri river from a large development project. The applicant proposes the installation of a new 24" storm water outfall into the Missouri River. An excavator will be used to dig a trench for a 24" pipe and out fall structure near the bank of the river. No equipment will enter the stream. The proposed storm drainage system will capture runoff from the parking areas , sidewalk, patios, and roof area. Runoff from the building roof will be routed through internal downspouts and underground piping to a connection with the rest of the storm drainage system. This will be piped across river drive and discharge into the Missouri River. Approximately 10' of linear bank will be impacted by the construction of the outfall pipe and concrete structure. The outfall pipe will be flush with the existing bank. A precast concrete flared headwall outfall structure will be set into the bank to provide erosion control and mitigation through a concrete channel that extends from the end of the outfall pipe towards the water body. Approximately 9-10 cubic yards of riprap protection will extend 10 linear feet into the river. This project not discharge of dredge or fill material and not structures will be constructed on fill, piles or float-supported platforms. All SWPPP as required by the Clean water act will be followed. All work meets the City of Great Falls Storm Water Design Manual and the Montana DEQ Standards for storm drainage.

RECOMMENDATION: Approve CA-03-21 as submitted.





Google Earth

Imagery Date: 7/26/2014 47°30'30.44" N 111°18'32.80" W elev. 3320 ft eye alt. 3899 ft

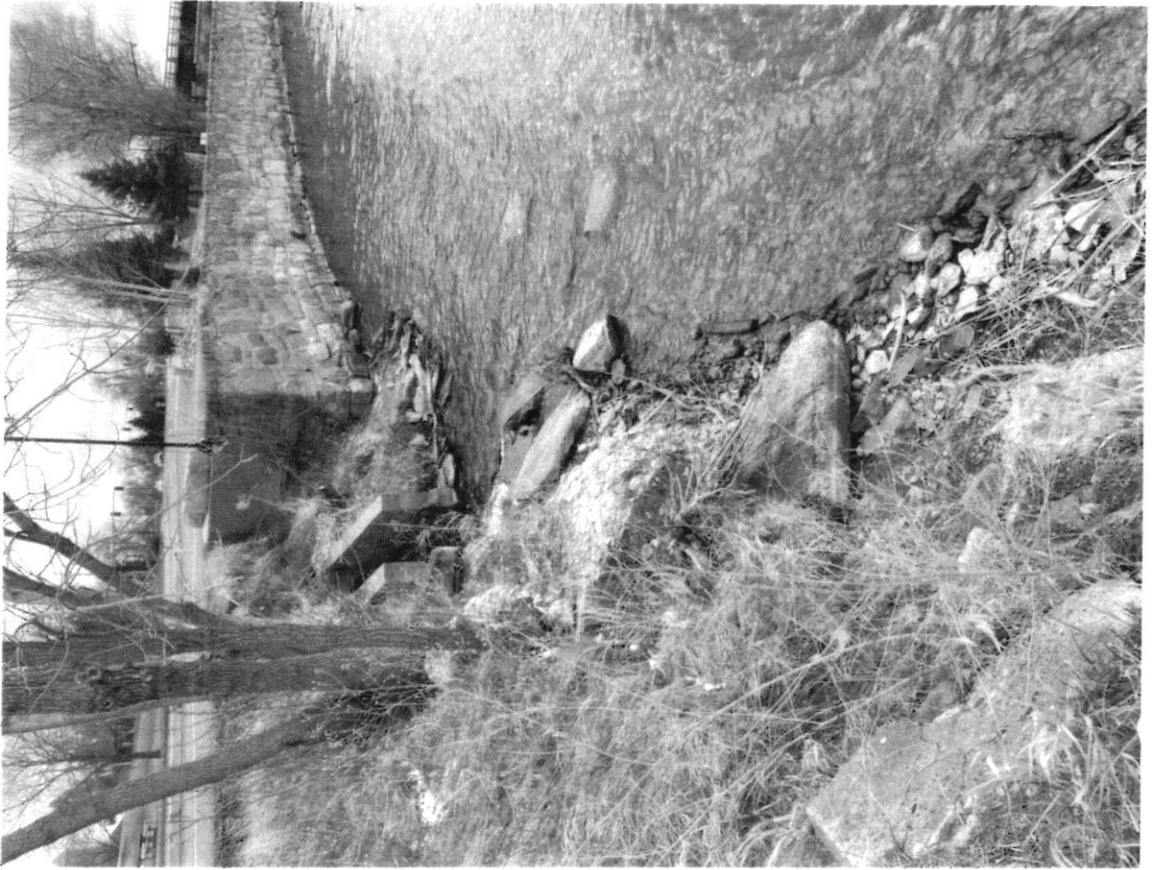
1985











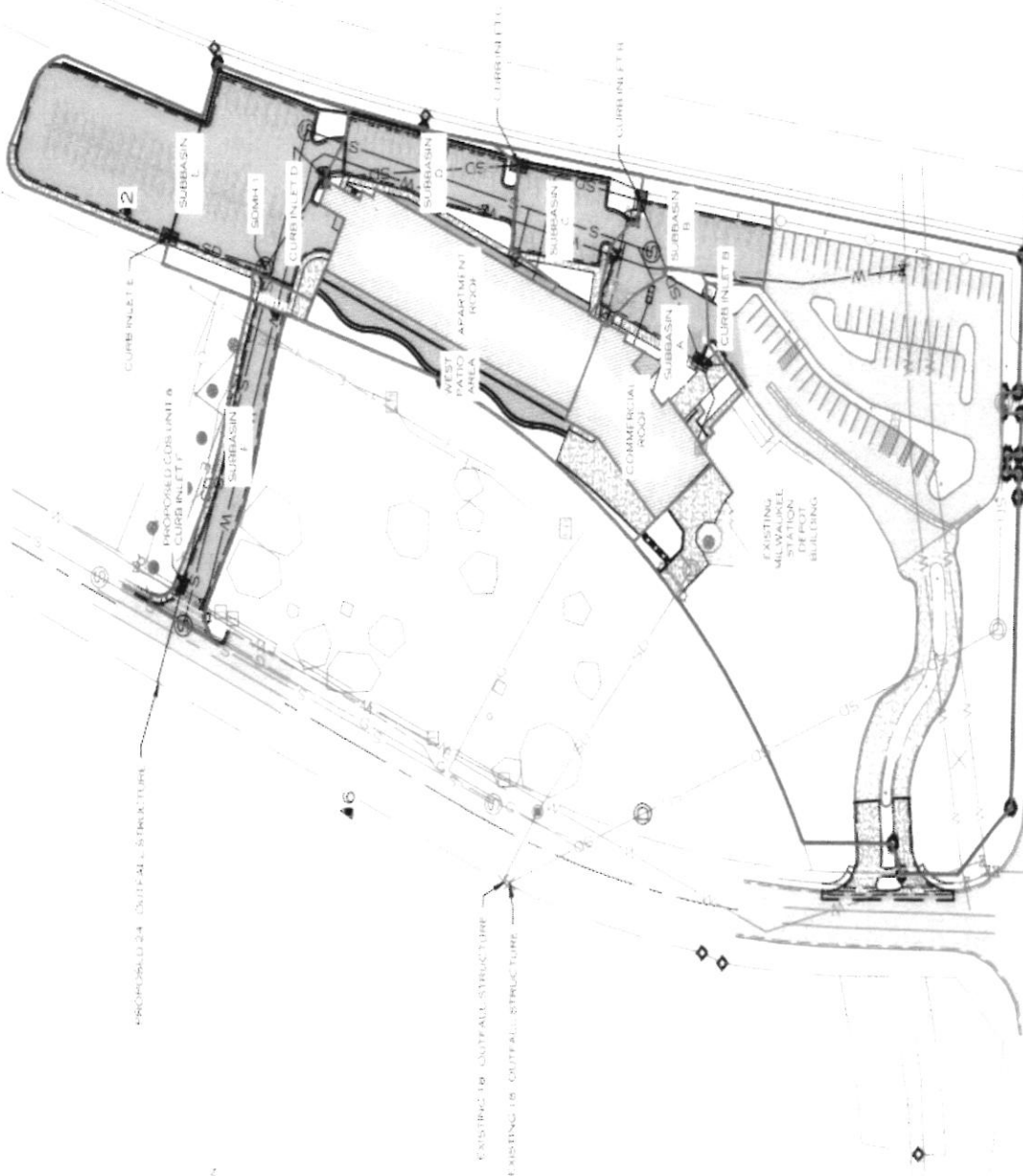




PROPOSED SUBBASIN MAP MILWAUKEE STATION APARTMENTS

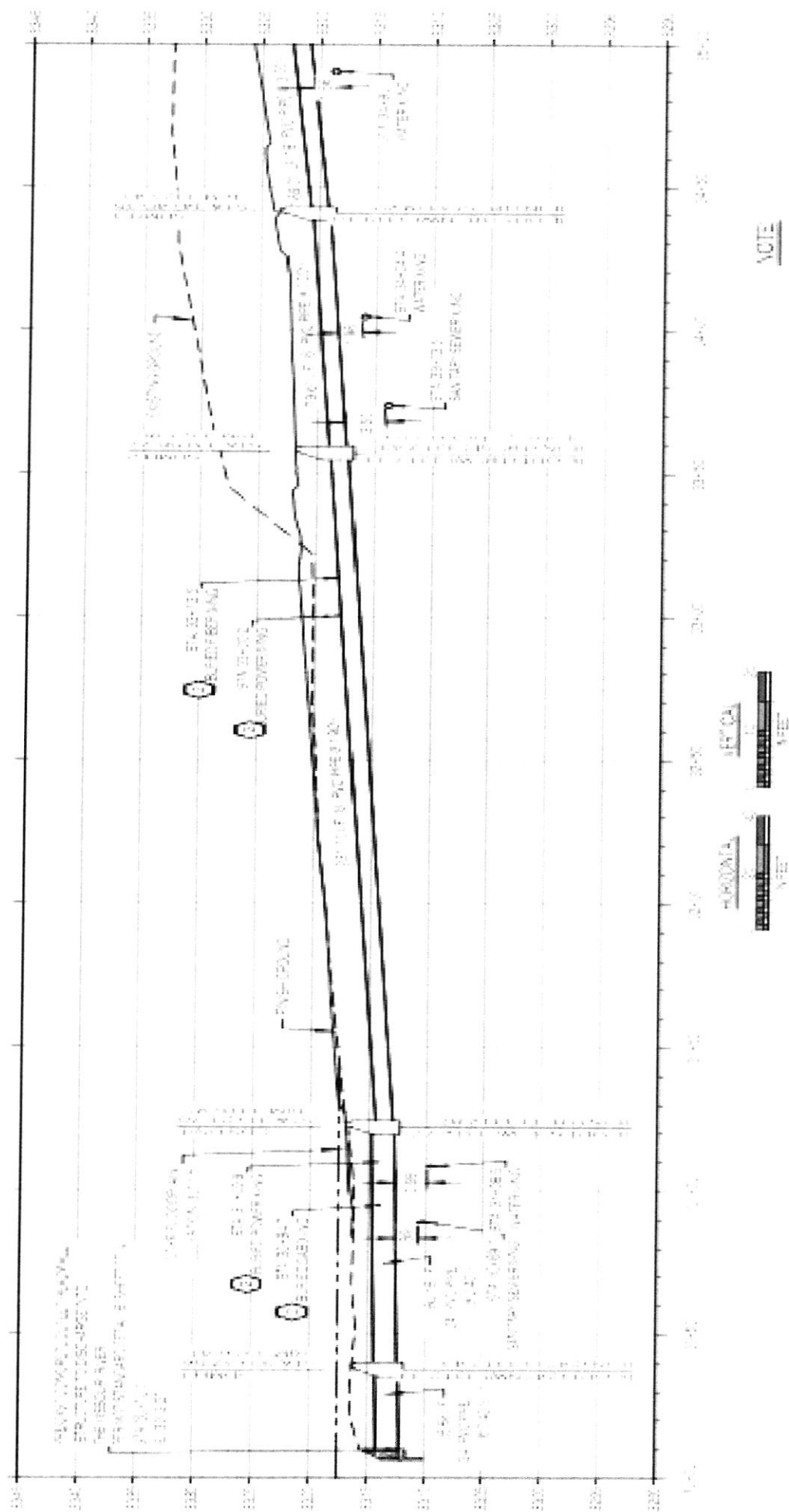
LEGEND

 COLLECTOR UNIMPAVED AREA AND ROAD
 SUBBASIN AREA



COLOR VERIFICATION





3104

3322 F. COLOMBI, E. F. M. L. DE LIMA, AND J. C. DE SOUZA

April 27, 2021

Agenda # 1

Agenda Action Report *Prepared for the* **Cascade County Commission**

ITEM	Resolution # 21-22: Conduct a Public Hearing for action on a petition to discontinue one (1) alleyway
INITIATED BY	Russell Myers
PRESENTED BY	Amber Hobbs; Planning Department
ACTION REQUESTED	Approval of Resolution # 21-22

BACKGROUND:

Russell Myers has petitioned the Cascade County Commission to discontinue one (1) alleyway within the subdivision known as Sexton Park an Addition to Great Falls Mont., located in Section 19, Township 20N, Range 04E P.M.M Cascade County, MT, known as the alleyway running East to West within Block 18, approximately 350 feet long and 20 feet wide. On Thursday, April 1, 2021, Commissioner Larson, and Planning Staff visited the alley to be discontinued. At a separate time on April 1, 2021, Commissioner Ryan and Planning Staff visited the alley to be discontinued.

Staff recommends the discontinuance of the one (1) alleyway within the subdivision known as Sexton Park an Addition to Great Falls Mont., located in Section 19, Township 20N, Range 04E P.M.M Cascade County, MT. The current condition of the alleyway is undeveloped. The Petitioner is wanting to join the lot where his house is placed, Lot 8 of Block 18, to the lot South of the alleyway, Lot 12A of Block 18. The Petitioner plans on building a garage on Lot 12A where he will store his cars and reduce the number of connex (storage containers) on his property.

As required by MCA §§ 7-14-2601 through 7-14-2622, a petition signed by the adjacent property owners has been received and certified by the Cascade County Clerk and Recorder. The discontinuance of the one (1) alley will not inhibit access to any property, the provision of emergency services to any property, and does not inhibit access to state lands. The Public Works Road & Bridge Division Superintendent has no concerns with this alley discontinuation. At the time of writing this report, Energy West Montana stated that there is a natural gas main located in this alleyway. Please see attached email. MCA § 7-14-2617 states that "*The vacation authorized by [M.C.A.] 7-14-2616 shall not affect the right of any public utility to continue to maintain its plant and equipment in any such street or alley.*" This MCA provision is explicitly incorporated in Resolution # 21-22. If this alley discontinuation is approved, Energy West Montana's 20-foot utility easement will remain unchanged within Block 18. Legal notice of the public hearing was published in the Great Falls Tribune on April 18, 2021 and April 25, 2021. Legal notice was sent to adjacent

property owners, via certified mail on March 31, 2021 and on April 14, 2021.

RECOMMENDATION: After reviewing the petition to discontinue said alleyway running East to West within Block 18, approximately 350 feet long and 20 feet wide, the Planning Department recommends that the Commissioners APPROVE Resolution # 21-22.

TWO MOTIONS PROVIDED FOR CONSIDERATION

1. MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commissioners **DISAPPROVE** Resolution # 21-22, discontinuing one (1) alleyway running East to West within Block 18, approximately 350 feet long and 20 feet wide. The alley described above is a platted right-of-way within the subdivision known as the Sexton Park an Addition to Great Falls Mont., located in Section 19, Township 20N, Range 04E P.M.M Cascade County, MT as described within this Staff Report, and as identified by the incorporated map.

2. MOTION TO APPROVE:

Mr. Chair, I move that the Commissioners **APPROVE** Resolution # 21-22, discontinuing a one (1) alleyway running East to West within Block 18, approximately 350 feet long and 20 feet wide. The portion of the alley described above is a platted right-of-way within the subdivision known as the Sexton Park an Addition to Great Falls Mont., located in Section 19, Township 20N, Range 04E P.M.M Cascade County, MT as described within this Staff Report, and as identified by the incorporated map subject to the following conditions:

1. The discontinued roads revert to the ownership of the adjacent property owners, with the concurrence of said property owners.
2. The petitioner causes to be filed an Amended Plat delineating the boundaries of the affected property within six (6) months of the date of the resolution to discontinue said portion of road.

ATTACHMENTS:

1. Resolution # 21-22
2. *Petition*
3. Plats with highlighted alleyway
4. Email from Energy West Montana

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

RESOLUTION 21-22

IN THE MATTER TO ABANDON ONE (1) ALLEYWAY WITHIN THE SUBDIVISION KNOWN AS SEXTON PARK AN ADDITION TO GREAT FALLS MONT., LOCATED IN SECTION 19, TOWNSHIP 20 NORTH, RANGE 04 EAST, P.M.M, CASCADE COUNTY, MT, KNOWN AS THE ALLEYWAY RUNNING EAST TO WEST WITHIN BLOCK 18, APPROXIMATELY 350 FEET LONG AND 20 FEET WIDE.

WHEREAS, pursuant to MCA §7-14-2616(1), The Board of Cascade County Commissioners may discontinue a street or alley or any part of a street or alley in an unincorporated town or town site upon the petition in writing of all owners of lots on the street or alley if it can be done without detriment to the public interest; and

WHEREAS, pursuant to MCA §§ 7-14-2601 through 7-14-2622, a legal petition has been signed and submitted by all owners of lots adjacent to proposed discontinuation; and

WHEREAS, said streets and alleys do not provide exclusive access to private land; and

WHEREAS, said streets and alleys do not provide exclusive access to state lands; and

WHEREAS, the discontinuation of said streets and alleys shall not affect the right of any public utility to continue to maintain its plant and equipment; and

WHEREAS, upon receipt of said petition, the County did cause to be published a legal notice of a Public Hearing in the Great Falls Tribune pursuant to the statutory requirements of MCA § 7-1-2121; and

WHEREAS, site has been inspected by two County Commissioners prior to final action by the County Commission; and

WHEREAS, a Public Hearing was conducted according to statute on April 27, 2021; and

WHEREAS, there were no protests to the proposed abandonment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Cascade County Commissioners that the one (1) alleyway within the subdivision known as Sexton Park an Addition to Great Falls Mont., located in Section 19, Township 20 North, Range 04 East P.M.M Cascade County, MT, known as the alleyway running East to West within Block 18, approximately 350 feet long and 20 feet wide be abandoned.

Passed and adopted at the Commission Hearing held on this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

Attest:

James L. Larson, Commissioner

Rina Ft Moore, Clerk and Recorder

Don Ryan, Commissioner

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

Petition to Discontinue a County Street or Alley in an Unincorporated Town or Townsite

Cascade County Planning Department
121 4th St No, STE 2H/I, Great Falls MT 59401
Phone: 406-454-6905 Fax: 406-454-6919

\$150.00 Non Refundable Application Fee

Payment: Check (#) 048 Cash

FOR OFFICE USE ONLY

Date Application Received: 03/11/2021

Application No: RA 2021-003

County Commission Hearing Date: _____ Action: _____

Applicant/Owner: Russell MYERS Mailing Address: 1722-28th Ave South
Home Phone: 406-866-0503 Work Phone: 907-356-5575 Cell Phone: 406-468-8301

1. Fill out the attached petition and submit to the Planning Office.

The Petitioners must:

- a. Obtain the signature of all adjacent property owners;
 - b. Name the road and describe the section to be established, altered or abandoned;
 - c. List all property owners affected;
 - d. Determine whether the adjacent owners can be found to consent thereto;
 - e. Present the necessity for and advantage of the petition action;
 - f. Include all necessary maps, plats, surveys, or other documents that will assist the Board in evaluating the petition
2. Within thirty (30) days of receiving the petition, the Board of County Commissioners shall cause an investigation of the petition to begin.
 3. A certificate of survey may be required by a competent surveyor, covering the subject property, prior to the filing of the resolution discontinuing the county street or alley (7-14-2606 M.C.A.). If the certificate of survey is not filed within six (6) months of the date of the resolution, the county will take action to revoke the resolution.
 4. Before acting on the petition, the Board of County Commissioners shall publish a notice of a public hearing in the local newspaper at least one (1) week before the petition is acted upon. (7-1-2121 M.C.A.)
 5. After considering the petition and the results of the investigation, the Board shall make an entry or resolution of its decision and particularly describing the affected road. (7-14-2604 M.C.A.)
 - a. Within ten (10) days of the Board's decision, the Board shall notify by certified mail, all owners of land abutting on the road petitioned of their decision.
 - b. The owners shall be those listed on the last county assessment roll.

Petition to Discontinue a County Street or Alley in an Unincorporated Town or Townsite

Date: MARCH 11 2021

To The Honorable Board of County Commissioners of Cascade County:

We, The Undersigned, in compliance with Section 7-14-2616 M.C.A. and being residents, do hereby petition the Honorable Board to discontinue the following described Street or Alley:

Name of Street or Alley: Block 18 Alley, merge Front Lots to Back lot.

Description of Cascade County Street or Alley to be abandoned:

Basically Joining my ~~House~~ House on North lot; ~~connecting~~ to the Back Large Lot where the Garage is going to be Built

the cars in connexes will be worked on in the new Garage
Help to reduce # of connexes

Petition - Consent Adjacent Property Owners

We, the undersigned property owners, by this petition, do hereby consent to the discontinuation of the above described street or alley:

Name	Address
1. <u>Luverne T Myhre</u> <u>Bernadette Myhre</u> <u>Luverne T Myhre</u> Signature: <u>Bernadette Myhre</u>	<u>1700 28th Ave South</u>
2. <u>Marty Sterns</u> <u>Patricia Sterns</u> Signature: _____	<u>2811 17th St. South</u>

Petition to Discontinue a County Street or
Alley in an Unincorporated Town or Townsite

Date: 4-1-2021

To The Honorable Board of County Commissioners of Cascade County:

We, The Undersigned, in compliance with Section 7-14-2616 M.C.A. and being residents, do hereby petition the Honorable Board to discontinue the following described Street or Alley:

Name of Street or Alley: 17th St. South to 18th St. South

Description of Cascade County Street or Alley to be abandoned:

Alley between 17th St. South and 18th Street South

Portion of Alley from 17th St. South to property line to the east (Russell Myers to be used as a private drive)

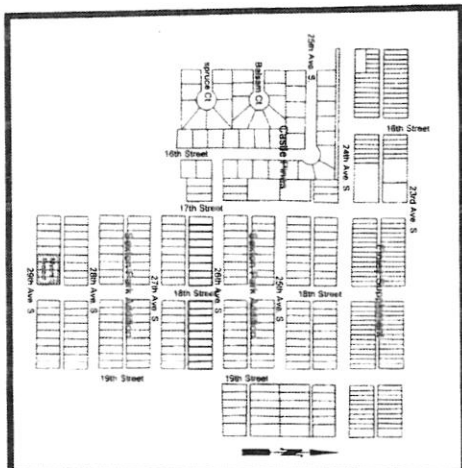
Petition - Consent
Adjacent Property Owners

We, the undersigned property owners, by this petition, do hereby consent to the discontinuation of the above described street or alley:

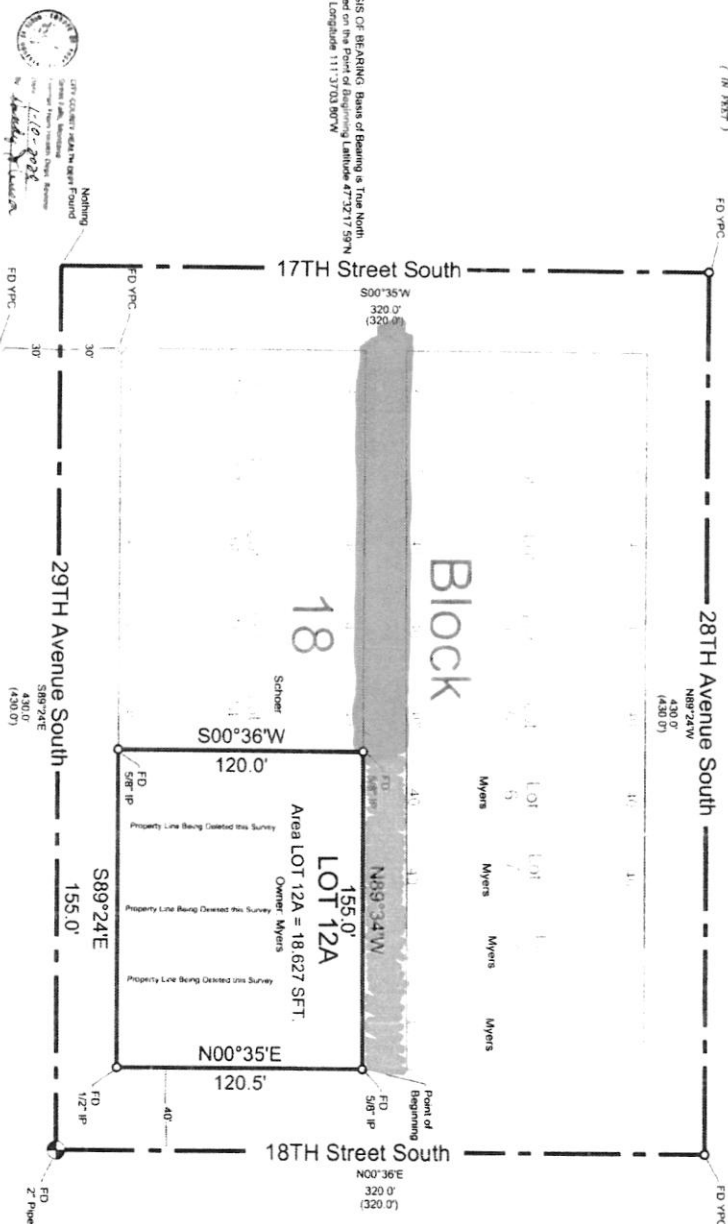
Name		Address	
1.	Marty Steiner	2811 17 th St. South	
Signature:	Marty Steiner	2811 17 th St. South	
2.	Bernadette Myhre	1700 28 th Ave South	
Signature:	Bernadette Myhre	1700 28 th Ave South	

Name	Address
3. Russell Myers	1727-28 th Ave South
Signature: Russell Myers	
4. Colleen Steiner	2811 17 th St. South
Signature:	
5.	
Signature:	
6.	
Signature:	
7.	
Signature:	
8.	
Signature:	
9.	
Signature:	
10.	
Signature:	
11.	
Signature:	

VICINITY MAP



 McGraw-Hill CONSTRUCTION & BUILDING		11 (inches)		11 (inches)	
10002 0.5 102717.2		10002 0.5 102717.2		10002 0.5 102717.2	



Alley

Back-North

201

64' long

File B-7D
Gandy

10/10

Block 18
Lot 12A

1201

Not

155

Front-South

٦

27.1.20. 2145-1300

Fas

120
101

AND WHEN RECORDED MAIL TO:

Scott Schroer

1701 29th Avenue South

~~1701 29th Avenue South~~ *Great Falls MT*

Filed for Record at Request of:

First American Title Company

Space Above This Line for Recorder's Use Only

Order No.: 635008-GF

Parcel No.: .

WARRANTY DEED

FOR VALUE RECEIVED,

Dorothy E. Mullins who took title as Dorothy Myers

hereinafter called Grantor(s), do(es) hereby grant, bargain, sell and convey unto

★ **Scott Schroer**

whose address is: **1701 29th Avenue South, Great Falls, MT 59405**

Hereinafter called the Grantee, the following described premises situated in **Cascade County, Montana**, to-wit:

(LOTS 14, 15, 16, 17 AND 18, BLOCK 18, SEXTON PARK,) AN ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY.

SUBJECT TO covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of record.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantees and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 23, 2017

Page 1 of 2

R0339888 WD

Total Pages: 2 R 14.00 By: tmarch 05/23/2017 04:04:02 PM
Cascade County, Rina Ft Moore - Clerk & Recorder



REEL 62

REEL 62

CON 8511

NO. 8-E—WARRANTY DEED (JOINT TENANTS)—

TRIBUNE PRINTING AND OFFICE SUPPLY, GREAT FALLS, MONTANA

THIS INDENTURE, Made the 22nd day of May, A. D. one thousand nine hundred and sixty-eight BETWEEN CHESTER M. MYHRE and LYLES T. MYHRE, husband and wife, part 168 of the FIRST PART; and LU VERNE T. MYHRE and BERNADETTE A. MYHRE, husband and wife, as joint tenants with right of survivorship and not as tenants in common, both of Great Falls, Montana the parties of the SECOND PART.

WITNESSETH, That the parties of the FIRST PART, for and in consideration of the sum of one and no/100 Dollars and other valuable consideration Dollars (\$1.00 and ovc) lawful money of the United States of America to them

In hand paid by said parties of the SECOND PART, the receipt whereof is hereby acknowledged; do by these presents grant, bargain, sell, convey, warrant and confirm unto the said parties of the SECOND PART, as joint tenants and not as tenants in common, their assigns, the survivor of said parties of the second part, and the heirs and assigns of such survivor forever, the hereinafter described real estate situated in the City of Great Falls, County of Cascade, State of Montana, to-wit: Lot One (1) Block Eighteen (18) Sexton Park Addition, Cascade County, Montana also known as 1700 28th Ave South, Great Falls, Montana.

TOGETHER, with all and singular the hereinbefore described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, right of dower and right of homestead, possession, claim, and demand whatsoever, as well in law as in equity, of the said part 168 of the FIRST PART, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging, TO HAVE AND TO HOLD, all and singular the above mentioned and described premises unto the said parties of the SECOND PART, and to their assigns, the survivor of said parties, and the heirs and assigns of such survivor forever.

And the said part 168 of the FIRST PART and their heirs, do hereby covenant that they will forever WARRANT AND DEFEND all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said parties of the SECOND PART, their assigns, the survivor of said parties, and the heirs and assigns of such survivor, against the acts and deeds of the said part ies of the FIRST PART, and all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said part 168 of the FIRST PART have hereunto set their hands and seal s the day and year first hereinabove written.

Signed, Sealed and Delivered in the Presence of Chester M. Myhre (Seal) CHESTER M. MYHRE (Seal) LYLES T. MYHRE (Seal) Lyles T. Myhre (Seal)

STATE OF MONTANA, } ss. County of Cascade On this 23rd day of May nineteen hundred and sixty-eight before me the undersigned a Notary Public in and for the State of Montana, personally appeared Chester M. Myhre and Lyles T. Myhre

known to me to be the persons, whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written. Walter Jensen Notary Public for the State of Montana. Residing at Great Falls My Commission as Notary Public expires Nov 13, 1968

REEL 62

WARRANTY DEED
JOINT TENANTS

170 ✓

Dated _____, 19____

STATE OF MONTANA,
County of CASCADE } ss.

Filed for Record this _____ day
of MAR 19 1970 A. D. 19____

at _____ 1:10 o'clock P. M., and
recorded in Book _____ of Deeds

REEL 62 Page 8911

State of _____

By J. J. Thompson County Recorder.
J. J. Thompson Deputy.

Fees, \$ 2.00

Return to J. J. Thompson
1700 - 75 Ave. So.

Order No.

QUITCLAIM DEED- 186 212

For Value Received NOEL E. MYERS AND LILLIAN R. MYERS, husband & wife, of
AKA NOEL MYERS' Great Falls, Montana

do hereby convey, release, remise and forever quit claim unto RUSSELL EARL MYERS of Great Falls
1722 28th Ave. SE Montana

the following described premises in CASCADE County, Montana, to-wit:

LOTS 6, 7, 8 AND 9, BLOCK 18, SEXTON PARK ADDITION, AN ADDITION TO
GREAT FALLS, CASCADE COUNTY, ACCORDING TO THE OFFICIAL PLAT THEREOF,
ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY.

LOTS 1-12 INCLUSIVE, BLOCK 29, SEXTON PARK ADDITION, AN ADDITION TO
GREAT FALLS, CASCADE COUNTY, ACCORDING TO THE OFFICIAL PLAT THEREOF,
ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY.

together with their appurtenances.

Dated: February 20, 1986

Lillian R Myers
Noel E Myers

STATE OF MONTANA, COUNTY OF

On this 20 day of Feb, 1986
before me, a notary public in and for said State, personally
appeared Noel E. and Lillian R
Myers

known to me to be the person(s) who SE names
subscribed to the within instrument, and acknowledged to
me that THEY executed the same.

Wendy Cox Notary Public
Residing at Great Falls, Montana
Comm. Expires 9/24/86

STATE OF MONTANA, COUNTY OF CASCADE

I hereby certify that this instrument was filed for record at
the request of

at 00 minutes past 11 o'clock A.M.,
this FEB 20 1986 day of
19, in my office, and duly recorded in Book
of Deeds at page

Joe Grapela
Ex-Officio Recorder

By Deputy.

Fees \$25.00
Mail to: Russell Earl MYERS 1722-28th Ave SE
Great Falls, Mont 59405

INSTRUMENT NO.

REEL 70

STATE OF MONTANA,

REEL 70

DOCU
MENT 5691

County of _____
 Filed for record this _____ day of _____ 19____ at _____ o'clock _____ M., and
 Recorded in Book _____ of Deeds on Page _____ of the Records of County of _____
 State of Montana. _____ Clerk and Recorder By _____
 No. 52 - WARRANTY DEED TO JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP. STATE PUBLISHING CO., HELENA, MONT.

This Indenture, Made the 13th day of April
 A. D. one thousand nine hundred and seventy BETWEEN
CHESTER M. MYHRE and LYLES T. MYHRE, husband and wife,

of Great Falls, Montana PART 1st of the FIRST PART
 and LUYERNE I. MYHRE and BERNADETTE MYHRE, husband and wife,

of Great Falls the PARTIES of the SECOND PART;
 WITNESSETH, that the said PART 1st of the FIRST PART, for and in consideration
 of the sum of One Dollar and other valuable consideration Dollars (\$1.00 & OVC)
 lawful money of the United States of America to them in hand paid by said PARTIES of the SEC-
 OND PART, the receipt whereof is hereby acknowledged, do _____ by these presents grant, bargain,
 sell, convey, warrant and confirm unto the said PARTIES of the SECOND PART, AS JOINT
 TENANTS AND TO THE SURVIVOR OF SAID NAMED JOINT TENANTS,
 (and not as tenants in common) and to heirs and assigns of such survivor forever, the hereinafter
 described real estate situated in the city or town of _____
 County of Cascade and State of Montana, to-wit:
Lots Four, Five and Six (4, 5 & 6) BLOCK NINE and Lots Two, Three, Four
and Five (2, 3, 4 & 5) BLOCK EIGHTEEN, all in Sexton Park, an addition
to Great Falls, Cascade County, Montana.

TOGETHER, with all and singular the hereinbefore described premises, all tenements, hereditaments, and appurtenances thereto belonging
 or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate
 right, title, interest, right of dower and right of homestead, possession, claim and demand whatsoever, as well in law as in equity, of the said
 PART 1st of the FIRST PART, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging,
 TO HAVE AND TO HOLD, all and singular the above mentioned and described premises unto the said PARTIES of the SECOND PART,
 as joint tenants with right of survivorship (and not as tenants in common) and to the heirs and assigns of the survivor of said named joint
 tenants forever.
 And the said PART 1st of the FIRST PART, and their heirs, do hereby covenant that they will forever WARRANT
 and DEFEND all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said
 PARTIES of the SECOND PART, as joint tenants with right of survivorship (and not as tenants in common) and to the heirs and assigns of
 the survivor of said named joint tenants, against all acts and deeds of the said PART 1st of the FIRST PART, and all and every person and
 persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said PART 1st of the FIRST PART ha^{ve} here-
 unto set their hand^s and seal^s the day and year first hereinbefore written.

Signed, Sealed and Delivered in
 the presence of

Chester M. Myhre (SEAL)
Lyles T. Myhre (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF MONTANA,

County of Cascade
 On this 13th day of April in the year nineteen hundred and
seventy before me _____ the undersigned _____ a Notary Public
 for the State of Montana, personally appeared CHESTER M. MYHRE and LYLES T. MYHRE

known to me _____
 (or proved to me on oath of _____)
 to be the person whose name _____ subscribed to the within instrument and acknowledged to me
 that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial
 Seal the day and year first above written.

Mary J. Layton Husbert
 Notary Public for the State of Montana.
 Residing at Great Falls
 My Commission expires Oct 21, 1971

REEL 70

REEL 70

DOCUMENT

5691

WARRANTY DEED
(To Joint Tenants)

TO

Dated..... 19.....

STATE OF MONTANA, }
County of CASCADE } ss.

Filed for Record this..... day of
APR 30 1971 A. D. 19
at..... 3:00..... o'clock..... P. M., and
Recorded in Book..... of Deeds
on Page..... of the Records of
County of.....

State of.....
County Clerk and Recorder,
By..... Deputy.

Fees \$.....
Return to.....

1625-27 Ave So
City

RECORDED AT THE
REQUEST OF
FIRST AMERICAN TITLE

AND WHEN RECORDED MAIL TO:

Filed for Record at Request of:
First American Title Company

Space Above This Line for Recorder's Use Only

Order No.: 898388-GF
Parcel No.: MH00039250

**WARRANTY DEED
(Joint Tenancy)**

FOR VALUE RECEIVED,

Martin E. Steiner

hereinafter called Grantor(s), do(es) hereby grant, bargain, sell and convey unto

Martin E. Steiner and Alice Steiner

whose address is: **515 27th St S, Great Falls, MT 59405**

hereinafter called Grantees, as joint tenants (and not as tenants in common) and to the survivor of said named joint tenants, and to the heirs and assigns of such survivor, the following described premises, in **Cascade County, Montana**, to-wit:

LOTS 14, 15, 16, 17 AND 18, BLOCK 18, SEXTON PARK, AN ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY.

SUBJECT TO Covenants, Conditions, Restrictions, Provisions, Easements and encumbrances apparent or of record.

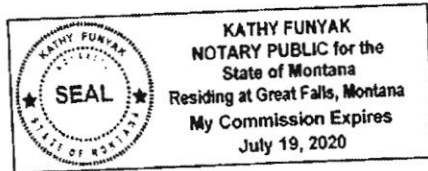
TO HAVE AND TO HOLD, the said premises, with its appurtenances unto the said Grantees, as joint tenants with the right of survivorship (and not as tenants in common) and to the heirs and assigns of the survivor of said named tenants forever. And the said Grantor(s) do(es) hereby covenant to and with Grantees, he(she or they) is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances except for taxes and assessments for current and subsequent years and he (she or they) will warrant and defend same from all lawful claims whatsoever.

Dated: June 17, 2020

Martin E. Steiner
Martin E Steiner

STATE OF Montana)
) ss.
COUNTY OF Cascade)

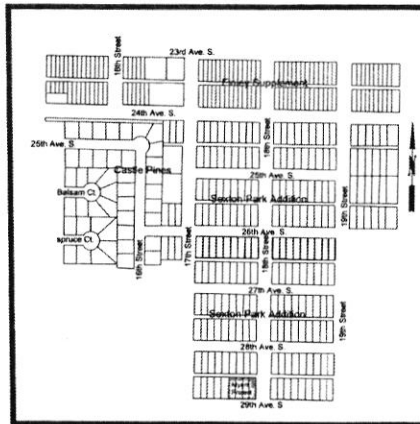
This instrument was acknowledged before me on June 17, 2020, by **Martin E. Steiner** .



Kathy Funyak
Kathy Funyak
Notary Public for the State of Montana
Residing at: Great Falls
My Commission Expires: 7/19/2020

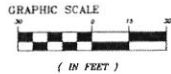
AMENDED PLAT OF
Block 18 LOTS 10, 11, 12, & 13
of
Sexton Park an Addition to
Great Falls, Mont.
Section 19, T.20N, R.4E., P.M.MT., CASCADE COUNTY, MONTANA

VICINITY MAP

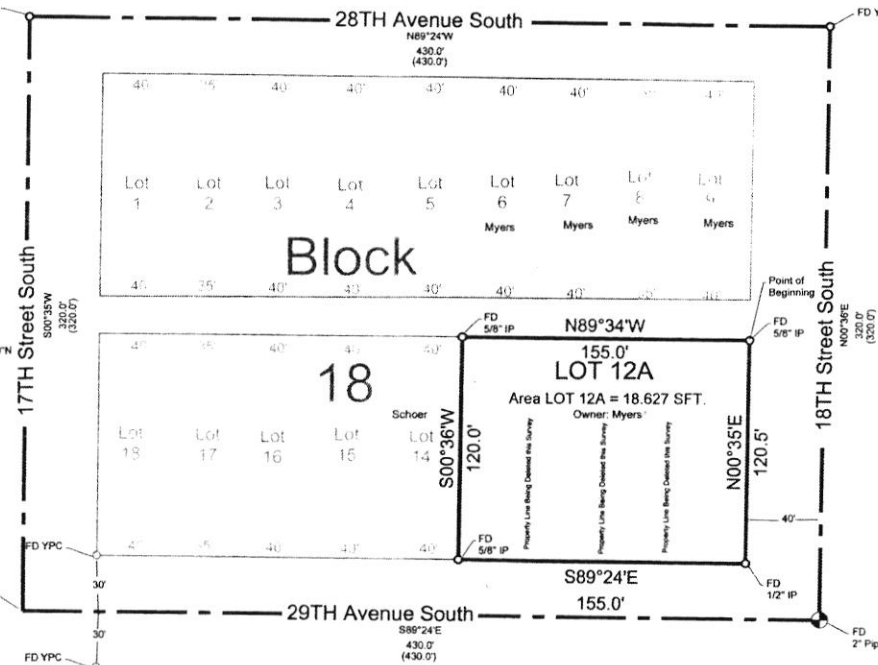


LEGEND:

- Found Monument as Noted
- Set 5/8 inch Iron Pine with Yellow Plastic Cap
- Found 2 inch Pipe
- Old Property Line
- Record Measurement



BASIS OF BEARING: Basis of Bearing is True North based on the Point of Beginning Latitude 47°32'17.59"N and Longitude 111°37'03.80"W



CERTIFICATE OF OWNER:

I the undersigned property owner hereby certify that the purpose of this Amended Plat is to combine four lots into one lot and no additional lots are being created to wit:

Lot 10, Lot 11, 12, and Lot 13 Block 18, Sexton Park Addition to Great Falls, Mont. and located in Section 19, Township 20 North, Range 4 East P.M.MT., more fully described as follows:

Commencing at the Northeast corner of Block 18 and Lot 10, the True Point of Beginning, thence N 89°34'W, 155.0 feet, thence S 0°36'W, 120.0 feet, thence S 89°24'E, 155.0 feet, thence N 00°35'E, 120.5 feet to the Point of Beginning containing 18,627.00 square feet

PURPOSE OF SURVEY:

EXEMPTION FOR LOCATING COMMON BOUNDARY LINES:

This Amended Plat is exempt from review as a subdivision pursuant to M.C.A. 76-3-207 (1)(f), which exempts divisions made for the purpose of relocating common boundary lines and aggregation of lots within a platted subdivision, and any restriction or requirement on the original platted lot continues to apply to those areas. The following aggregation of land is not a subdivision under this chapter, but are subject to the surveying requirements of 76-3-401 for divisions or aggregations of land other than subdivisions and are subject to applicable zoning regulations adopted under Title 76, Chapter 2.

This Amended Plat is exempt from review from the Sanitation in Subdivision Act pursuant to M.C.A. 76-4-126(2)(c), in that this division is made for purposes other than the construction of water supply or sewage and solid waste disposal facilities as the department specified by A.R.M. 17.36.605(s) which states aggregation of parcels are not subject to review under 76-4-130 M.C.A.

Dated this 13th day of January, 2020.

Russell Myers
Russell Myers, Property Owner

STATE OF MONTANA

COUNTY OF CASCADE

On this 13th day of January, 2020, before me a Notary Public in and for the State of Montana, personally appeared the above signed property owner, known to me to be the person who executed the foregoing Certificate of Survey and acknowledged to me that he executed the same.

Shelly Lynn Hargis

Notary Public
State of Montana
Residing at
My Commission Expires



EXAMINED FOR COMPLIANCE WITH
SUBDIVISION PLAT ACT
TREASURER'S STAMP YES [] NO []
DATE 1/13/2020
BY JACQUELYNNE L. SMITH
CASCADE COUNTY PLANNING DEPARTMENT

CERTIFICATION OF SURVEYOR:

I, Dale E. Scheffler, Montana Registered Professional Engineer and Land Surveyor, Montana Registration No. 5206ES, do hereby certify that on December 28, 2019, I surveyed a tract of land in Section 19, T.20N., R.4E., P.M.MT., Cascade County, Montana, as shown on the accompanying map.



Dale E. Scheffler, P.E.L.S.
Montana Registration No. 5206ES
Great Falls, Montana
January 7, 2020

CERTIFICATION OF TREASURER:

I hereby certify, that pursuant to Section 76-3-611 (1)(b), M.C.A. that all real property taxes and special assessments assessed and levied on these lands have been paid.
Dated this 13th day of January, 2020.

P-2020-0000003 PL
JAN 13 2020
JAN 13 2020

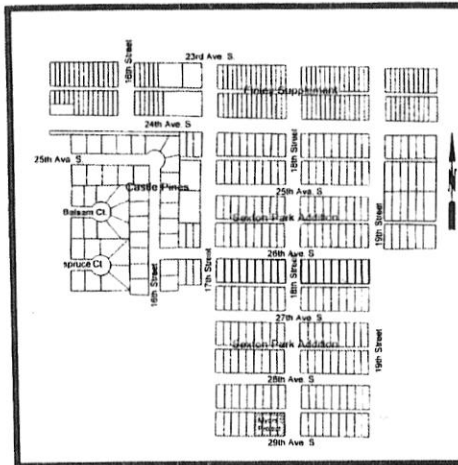
Rachel Hargis
Cascade County Treasurer
Deputy

OWNER: RUSSELL MYERS



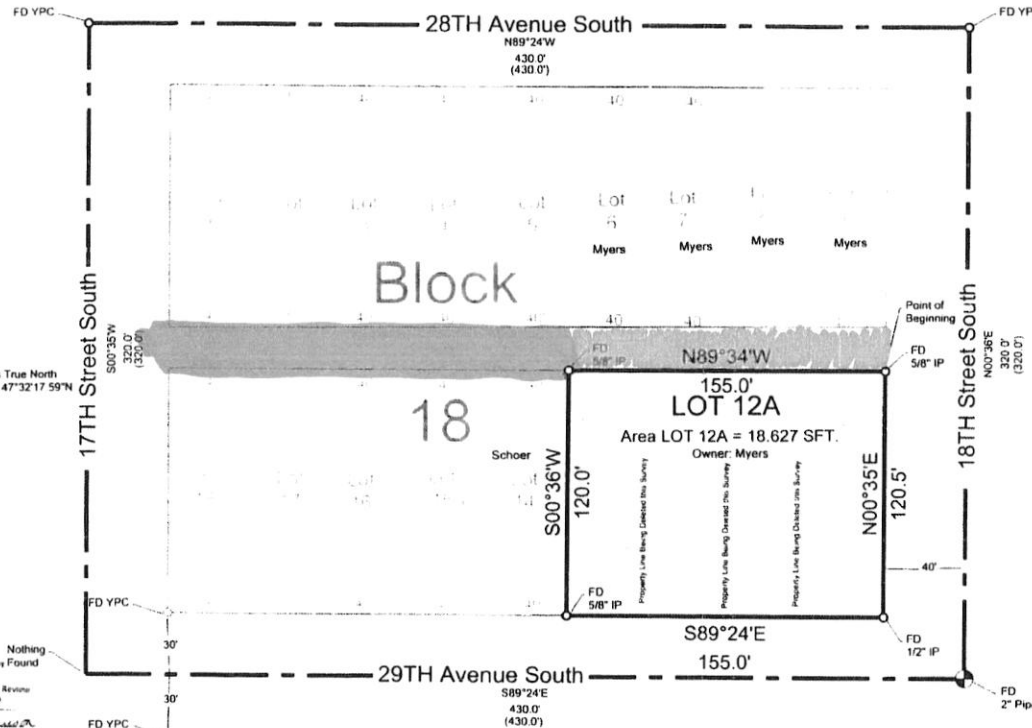
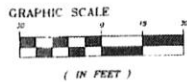
AMENDED PLAT OF
Block 18 LOTS 10, 11, 12, & 13
of
Sexton Park an Addition to
Great Falls, Mont.
Section 19, T.20N, R.4E., P.M.MT., CASCADE COUNTY, MONTANA

VICINITY MAP



LEGEND:

- Found Monument as Noted
- Set 5/8 inch Iron Pine with Yellow Plastic Cap
- Found 2 inch Pipe
- Old Property Line
- () Record Measurement



BASIS OF BEARING: Basis of Bearing is True North based on the Point of Beginning Latitude 47°32'17.59"N and Longitude 111°37'03.80"W

CERTIFICATE OF OWNER:

I the undersigned property owner hereby certify that the purpose of this Amended Plat is to combine four lots into one lot and no additional lots are being created to wit:

Lot 10, Lot 11, 12, and Lot 13 Block 18, Sexton Park Addition to Great Falls, Mont. and located in Section 19, Township 20 North, Range 4 East P.M.M.T. more fully described as follows:

Commencing at the Northeast corner of Block 18 and Lot 10 the True Point of Beginning, thence N 89°34'W, 155.0 feet, thence S 0°36'W, 120.0 feet, thence S 89°24'E, 155.0 feet, thence N 00°35'E, 120.5 feet to the Point of Beginning containing 18,627.00 square feet.

PURPOSE OF SURVEY:

EXEMPTION FOR LOCATING COMMON BOUNDARY LINES.

This Amended Plat is exempt from review as a subdivision pursuant to M.C.A. 76-3-207 (1)(b), which exempts divisions made for the purpose of relocating common boundary lines and aggregation of lots within a platted subdivision, and any restriction or requirement on the original platted lot continues to apply to those areas. The following aggregation of land is not a subdivision under this chapter, but are subject to the surveying requirements of 76-3-401 for divisions or aggregations of land other than subdivisions and are subject to applicable zoning regulations adopted under Title 76, Chapter 2.

This Amended Plat is exempt from review from the Sanitation and Subdivision Act pursuant to M.C.A. 76-4-125(2)(c), in that this division is made for purposes other than the construction of water supply or sewage and solid waste disposal facilities as the department specified by A.R.M. 17.36.605(3) which states aggregation of parcels are not subject to review under 76-4-130 M.C.A.

Dated this 12th day of January, 2020

Russell Myers
Russell Myers, Property Owner

STATE OF MONTANA

COUNTY OF Cascade

On this 12th day of January, 2020, before me a Notary Public in and for the State of Montana, personally appeared the above signed property owner, known to me to be the person who executed the foregoing Certificate of Survey and acknowledged to me that he executed the same.

Shelly Leigh Huggins

Notary Public
State of Montana
Residing at
My Commission Expires



EXAMINED FOR COMPLIANCE WITH
SUBDIVISION & PLATTING ACT
TREASURER'S STAMP YES ☒ NO ☐
DATE 1/12/2020
BY Shelly Leigh Huggins
CASCADE COUNTY PLANNING DEPARTMENT

CERTIFICATION OF SURVEYOR:

I, Dale E. Schaeffer, Montana Registered Professional Engineer and Land Surveyor, Montana Registration No. 5206ES, do hereby certify that on December 28, 2019 I surveyed a tract of land in Section 19, T.20N, R.4E., P.M.MT., Cascade County, Montana, as shown on the accompanying map.



Dale E. Schaeffer
Dale E. Schaeffer, P.E./S
Montana Registration No. 5206ES
Great Falls, Montana
January 7, 2020

CERTIFICATION OF TREASURER:

I hereby certify that pursuant to Section 76-3-511 (1)(b), M.C.A. that all real property taxes and special assessments assessed and levied on these lands have been paid.

Dated this 10th day of January, 2020

P-2020-0000003 PL
BY Dale E. Schaeffer LAND SURVEYOR

Daniel H. Huggins
Daniel H. Huggins, Deputy
Cascade County Treasurer

OWNER: RUSSELL MYERS



SEXTON PARK AN ADDITION TO GREAT FALLS MONT.

Scale 1 inch = 100 feet

CERTIFICATE OF DEDICATION

STATE of MONTANA
COUNTY of CASCADE

I, P. H. Sexton
do hereby certify that I have caused to be surveyed, measured and plotted the following streets and lots as shown by the Plat and Certificate of Survey, bearing date of May 1914, and being in the County of Cascade, State of Montana, to-wit: The E 1/2 of the S 1/2 of the S 1/2 of the N 1/2 of Sec 12, also Blocks 29-30 and part of 31 of Range 36 North of the Principal Meridian, all in Twp. 20 N. of R. 4 E. Montana Principal Meridian containing an area of 100 Acres more or less, to be known and designated as Sexton Park, an addition to Great Falls, Mont. and the lands included in all the sheets, sections, strips, parts or public squares shown on said plat are hereby granted and conveyed to the use of the public for use as a park.

Dated this 12th day of May 1914.
P. H. Sexton

STATE of MONTANA
COUNTY of CASCADE

On this 12th day of May 1914 before me, C. M. McNeill, a Notary Public for the State of Montana, personally appeared P. H. Sexton, known to me to be the person whose name appears in the foregoing Certificate of Dedication and acknowledged to me that he executed the same.

C. M. McNeill
Notary Public for the State of Montana
My commission expires June 1st 1915

CERTIFICATE OF SURVEY

STATE of MONTANA
COUNTY of CASCADE

I, Otto F. Lange, do hereby certify that I am a practicing civil engineer and surveyor and that on such survey as the 17th-20th-30th-31st-32nd-33rd-34th-35th-36th-37th-38th-39th-40th-41st-42nd-43rd-44th-45th-46th-47th-48th-49th-50th-51st-52nd-53rd-54th-55th-56th-57th-58th-59th-60th-61st-62nd-63rd-64th-65th-66th-67th-68th-69th-70th-71st-72nd-73rd-74th-75th-76th-77th-78th-79th-80th-81st-82nd-83rd-84th-85th-86th-87th-88th-89th-90th-91st-92nd-93rd-94th-95th-96th-97th-98th-99th-100th-101st-102nd-103rd-104th-105th-106th-107th-108th-109th-110th-111th-112th-113th-114th-115th-116th-117th-118th-119th-120th-121st-122nd-123rd-124th-125th-126th-127th-128th-129th-130th-131st-132nd-133rd-134th-135th-136th-137th-138th-139th-140th-141st-142nd-143rd-144th-145th-146th-147th-148th-149th-150th-151st-152nd-153rd-154th-155th-156th-157th-158th-159th-160th-161st-162nd-163rd-164th-165th-166th-167th-168th-169th-170th-171st-172nd-173rd-174th-175th-176th-177th-178th-179th-180th-181st-182nd-183rd-184th-185th-186th-187th-188th-189th-190th-191st-192nd-193rd-194th-195th-196th-197th-198th-199th-200th-201st-202nd-203rd-204th-205th-206th-207th-208th-209th-210th-211th-212th-213th-214th-215th-216th-217th-218th-219th-220th-221st-222nd-223rd-224th-225th-226th-227th-228th-229th-230th-231st-232nd-233rd-234th-235th-236th-237th-238th-239th-240th-241st-242nd-243rd-244th-245th-246th-247th-248th-249th-250th-251st-252nd-253rd-254th-255th-256th-257th-258th-259th-260th-261st-262nd-263rd-264th-265th-266th-267th-268th-269th-270th-271st-272nd-273rd-274th-275th-276th-277th-278th-279th-280th-281st-282nd-283rd-284th-285th-286th-287th-288th-289th-290th-291st-292nd-293rd-294th-295th-296th-297th-298th-299th-300th-301st-302nd-303rd-304th-305th-306th-307th-308th-309th-310th-311th-312th-313th-314th-315th-316th-317th-318th-319th-320th-321st-322nd-323rd-324th-325th-326th-327th-328th-329th-330th-331st-332nd-333rd-334th-335th-336th-337th-338th-339th-340th-341st-342nd-343rd-344th-345th-346th-347th-348th-349th-350th-351st-352nd-353rd-354th-355th-356th-357th-358th-359th-360th-361st-362nd-363rd-364th-365th-366th-367th-368th-369th-370th-371st-372nd-373rd-374th-375th-376th-377th-378th-379th-380th-381st-382nd-383rd-384th-385th-386th-387th-388th-389th-390th-391st-392nd-393rd-394th-395th-396th-397th-398th-399th-400th-401st-402nd-403rd-404th-405th-406th-407th-408th-409th-410th-411th-412th-413th-414th-415th-416th-417th-418th-419th-420th-421st-422nd-423rd-424th-425th-426th-427th-428th-429th-430th-431st-432nd-433rd-434th-435th-436th-437th-438th-439th-440th-441st-442nd-443rd-444th-445th-446th-447th-448th-449th-450th-451st-452nd-453rd-454th-455th-456th-457th-458th-459th-460th-461st-462nd-463rd-464th-465th-466th-467th-468th-469th-470th-471st-472nd-473rd-474th-475th-476th-477th-478th-479th-480th-481st-482nd-483rd-484th-485th-486th-487th-488th-489th-490th-491st-492nd-493rd-494th-495th-496th-497th-498th-499th-500th-501st-502nd-503rd-504th-505th-506th-507th-508th-509th-510th-511th-512th-513th-514th-515th-516th-517th-518th-519th-520th-521st-522nd-523rd-524th-525th-526th-527th-528th-529th-530th-531st-532nd-533rd-534th-535th-536th-537th-538th-539th-540th-541st-542nd-543rd-544th-545th-546th-547th-548th-549th-550th-551st-552nd-553rd-554th-555th-556th-557th-558th-559th-560th-561st-562nd-563rd-564th-565th-566th-567th-568th-569th-570th-571st-572nd-573rd-574th-575th-576th-577th-578th-579th-580th-581st-582nd-583rd-584th-585th-586th-587th-588th-589th-590th-591st-592nd-593rd-594th-595th-596th-597th-598th-599th-600th-601st-602nd-603rd-604th-605th-606th-607th-608th-609th-610th-611th-612th-613th-614th-615th-616th-617th-618th-619th-620th-621st-622nd-623rd-624th-625th-626th-627th-628th-629th-630th-631st-632nd-633rd-634th-635th-636th-637th-638th-639th-640th-641st-642nd-643rd-644th-645th-646th-647th-648th-649th-650th-651st-652nd-653rd-654th-655th-656th-657th-658th-659th-660th-661st-662nd-663rd-664th-665th-666th-667th-668th-669th-670th-671st-672nd-673rd-674th-675th-676th-677th-678th-679th-680th-681st-682nd-683rd-684th-685th-686th-687th-688th-689th-690th-691st-692nd-693rd-694th-695th-696th-697th-698th-699th-700th-701st-702nd-703rd-704th-705th-706th-707th-708th-709th-710th-711th-712th-713th-714th-715th-716th-717th-718th-719th-720th-721st-722nd-723rd-724th-725th-726th-727th-728th-729th-730th-731st-732nd-733rd-734th-735th-736th-737th-738th-739th-740th-741st-742nd-743rd-744th-745th-746th-747th-748th-749th-750th-751st-752nd-753rd-754th-755th-756th-757th-758th-759th-760th-761st-762nd-763rd-764th-765th-766th-767th-768th-769th-770th-771st-772nd-773rd-774th-775th-776th-777th-778th-779th-780th-781st-782nd-783rd-784th-785th-786th-787th-788th-789th-790th-791st-792nd-793rd-794th-795th-796th-797th-798th-799th-800th-801st-802nd-803rd-804th-805th-806th-807th-808th-809th-810th-811th-812th-813th-814th-815th-816th-817th-818th-819th-820th-821st-822nd-823rd-824th-825th-826th-827th-828th-829th-830th-831st-832nd-833rd-834th-835th-836th-837th-838th-839th-840th-841st-842nd-843rd-844th-845th-846th-847th-848th-849th-850th-851st-852nd-853rd-854th-855th-856th-857th-858th-859th-860th-861st-862nd-863rd-864th-865th-866th-867th-868th-869th-870th-871st-872nd-873rd-874th-875th-876th-877th-878th-879th-880th-881st-882nd-883rd-884th-885th-886th-887th-888th-889th-890th-891st-892nd-893rd-894th-895th-896th-897th-898th-899th-900th-901st-902nd-903rd-904th-905th-906th-907th-908th-909th-910th-911th-912th-913th-914th-915th-916th-917th-918th-919th-920th-921st-922nd-923rd-924th-925th-926th-927th-928th-929th-930th-931st-932nd-933rd-934th-935th-936th-937th-938th-939th-940th-941st-942nd-943rd-944th-945th-946th-947th-948th-949th-950th-951st-952nd-953rd-954th-955th-956th-957th-958th-959th-960th-961st-962nd-963rd-964th-965th-966th-967th-968th-969th-970th-971st-972nd-973rd-974th-975th-976th-977th-978th-979th-980th-981st-982nd-983rd-984th-985th-986th-987th-988th-989th-990th-991st-992nd-993rd-994th-995th-996th-997th-998th-999th-1000th-1001st-1002nd-1003rd-1004th-1005th-1006th-1007th-1008th-1009th-1010th-1011th-1012th-1013th-1014th-1015th-1016th-1017th-1018th-1019th-1020th-1021st-1022nd-1023rd-1024th-1025th-1026th-1027th-1028th-1029th-1030th-1031st-1032nd-1033rd-1034th-1035th-1036th-1037th-1038th-1039th-1040th-1041st-1042nd-1043rd-1044th-1045th-1046th-1047th-1048th-1049th-1050th-1051st-1052nd-1053rd-1054th-1055th-1056th-1057th-1058th-1059th-1060th-1061st-1062nd-1063rd-1064th-1065th-1066th-1067th-1068th-1069th-1070th-1071st-1072nd-1073rd-1074th-1075th-1076th-1077th-1078th-1079th-1080th-1081st-1082nd-1083rd-1084th-1085th-1086th-1087th-1088th-1089th-1090th-1091st-1092nd-1093rd-1094th-1095th-1096th-1097th-1098th-1099th-1100th-1101st-1102nd-1103rd-1104th-1105th-1106th-1107th-1108th-1109th-1110th-1111th-1112th-1113th-1114th-1115th-1116th-1117th-1118th-1119th-1120th-1121st-1122nd-1123rd-1124th-1125th-1126th-1127th-1128th-1129th-1130th-1131st-1132nd-1133rd-1134th-1135th-1136th-1137th-1138th-1139th-1140th-1141st-1142nd-1143rd-1144th-1145th-1146th-1147th-1148th-1149th-1150th-1151st-1152nd-1153rd-1154th-1155th-1156th-1157th-1158th-1159th-1160th-1161st-1162nd-1163rd-1164th-1165th-1166th-1167th-1168th-1169th-1170th-1171st-1172nd-1173rd-1174th-1175th-1176th-1177th-1178th-1179th-1180th-1181st-1182nd-1183rd-1184th-1185th-1186th-1187th-1188th-1189th-1190th-1191st-1192nd-1193rd-1194th-1195th-1196th-1197th-1198th-1199th-1200th-1201st-1202nd-1203rd-1204th-1205th-1206th-1207th-1208th-1209th-1210th-1211th-1212th-1213th-1214th-1215th-1216th-1217th-1218th-1219th-1220th-1221st-1222nd-1223rd-1224th-1225th-1226th-1227th-1228th-1229th-1230th-1231st-1232nd-1233rd-1234th-1235th-1236th-1237th-1238th-1239th-1240th-1241st-1242nd-1243rd-1244th-1245th-1246th-1247th-1248th-1249th-1250th-1251st-1252nd-1253rd-1254th-1255th-1256th-1257th-1258th-1259th-1260th-1261st-1262nd-1263rd-1264th-1265th-1266th-1267th-1268th-1269th-1270th-1271st-1272nd-1273rd-1274th-1275th-1276th-1277th-1278th-1279th-1280th-1281st-1282nd-1283rd-1284th-1285th-1286th-1287th-1288th-1289th-1290th-1291st-1292nd-1293rd-1294th-1295th-1296th-1297th-1298th-1299th-1300th-1301st-1302nd-1303rd-1304th-1305th-1306th-1307th-1308th-1309th-1310th-1311th-1312th-1313th-1314th-1315th-1316th-1317th-1318th-1319th-1320th-1321st-1322nd-1323rd-1324th-1325th-1326th-1327th-1328th-1329th-1330th-1331st-1332nd-1333rd-1334th-1335th-1336th-1337th-1338th-1339th-1340th-1341st-1342nd-1343rd-1344th-1345th-1346th-1347th-1348th-1349th-1350th-1351st-1352nd-1353rd-1354th-1355th-1356th-1357th-1358th-1359th-1360th-1361st-1362nd-1363rd-1364th-1365th-1366th-1367th-1368th-1369th-1370th-1371st-1372nd-1373rd-1374th-1375th-1376th-1377th-1378th-1379th-1380th-1381st-1382nd-1383rd-1384th-1385th-1386th-1387th-1388th-1389th-1390th-1391st-1392nd-1393rd-1394th-1395th-1396th-1397th-1398th-1399th-1400th-1401st-1402nd-1403rd-1404th-1405th-1406th-1407th-1408th-1409th-1410th-1411th-1412th-1413th-1414th-1415th-1416th-1417th-1418th-1419th-1420th-1421st-1422nd-1423rd-1424th-1425th-1426th-1427th-1428th-1429th-1430th-1431st-1432nd-1433rd-1434th-1435th-1436th-1437th-1438th-1439th-1440th-1441st-1442nd-1443rd-1444th-1445th-1446th-1447th-1448th-1449th-1450th-1451st-1452nd-1453rd-1454th-1455th-1456th-1457th-1458th-1459th-1460th-1461st-1462nd-1463rd-1464th-1465th-1466th-1467th-1468th-1469th-1470th-1471st-1472nd-1473rd-1474th-1475th-1476th-1477th-1478th-1479th-1480th-1481st-1482nd-1483rd-1484th-1485th-1486th-1487th-1488th-1489th-1490th-1491st-1492nd-1493rd-1494th-1495th-1496th-1497th-1498th-1499th-1500th-1501st-1502nd-1503rd-1504th-1505th-1506th-1507th-1508th-1509th-1510th-1511th-1512th-1513th-1514th-1515th-1516th-1517th-1518th-1519th-1520th-1521st-1522nd-1523rd-1524th-1525th-1526th-1527th-1528th-1529th-1530th-1531st-1532nd-1533rd-1534th-1535th-1536th-1537th-1538th-1539th-1540th-1541st-1542nd-1543rd-1544th-1545th-1546th-1547th-1548th-1549th-1550th-1551st-1552nd-1553rd-1554th-1555th-1556th-1557th-1558th-1559th-1560th-1561st-1562nd-1563rd-1564th-1565th-1566th-1567th-1568th-1569th-1570th-1571st-1572nd-1573rd-1574th-1575th-1576th-1577th-1578th-1579th-1580th-1581st-1582nd-1583rd-1584th-1585th-1586th-1587th-1588th-1589th-1590th-1591st-1592nd-1593rd-1594th-1595th-1596th-1597th-1598th-1599th-1600th-1601st-1602nd-1603rd-1604th-1605th-1606th-1607th-1608th-1609th-1610th-1611th-1612th-1613th-1614th-1615th-1616th-1617th-1618th-1619th-1620th-1621st-1622nd-1623rd-1624th-1625th-1626th-1627th-1628th-1629th-1630th-1631st-1632nd-1633rd-1634th-1635th-1636th-1637th-1638th-1639th-1640th-1641st-1642nd-1643rd-1644th-1645th-1646th-1647th-1648th-1649th-1650th-1651st-1652nd-1653rd-1654th-1655th-1656th-1657th-1658th-1659th-1660th-1661st-1662nd-1663rd-1664th-1665th-1666th-1667th-1668th-1669th-1670th-1671st-1672nd-1673rd-1674th-1675th-1676th-1677th-1678th-1679th-1680th-1681st-1682nd-1683rd-1684th-1685th-1686th-1687th-1688th-1689th-1690th-1691st-1692nd-1693rd-1694th-1695th-1696th-1697th-1698th-1699th-1700th-1701st-1702nd-1703rd-1704th-1705th-1706th-1707th-1708th-1709th-1710th-1711th-1712th-1713th-1714th-1715th-1716th-1717th-1718th-1719th-1720th-1721st-1722nd-1723rd-1724th-1725th-1726th-1727th-1728th-1729th-1730th-1731st-1732nd-1733rd-1734th-1735th-1736th-1737th-1738th-1739th-1740th-1741st-1742nd-1743rd-1744th-1745th-1746th-1747th-1748th-1749th-1750th-1751st-1752nd-1753rd-1754th-1755th-1756th-1757th-1758th-1759th-1760th-1761st-1762nd-1763rd-1764th-1765th-1766th-1767th-1768th-1769th-1770th-1771st-1772nd-1773rd-1774th-1775th-1776th-1777th-1778th-1779th-1780th-1781st-1782nd-1783rd-1784th-1785th-1786th-1787th-1788th-1789th-1790th-1791st-1792nd-1793rd-1794th-1795th-1796th-1797th-1798th-1799th-1800th-1801st-1802nd-1803rd-1804th-1805th-1806th-1807th-1808th-1809th-1810th-1811th-1812th-1813th-1814th-1815th-1816th-1817th-1818th-1819th-1820th-1821st-1822nd-1823rd-1824th-1825th-1826th-1827th-1828th-1829th-1830th-1831st-1832nd-1833rd-1834th-1835th-1836th-1837th-1838th-1839th-1840th-1841st-1842nd-1843rd-1844th-1845th-1846th-1847th-1848th-1849th-1850th-1851st-1852nd-1853rd-1854th-1855th-1856th-1857th-1858th-1859th-1860th-1861st-1862nd-1863rd-1864th-1865th-1866th-1867th-1868th-1869th-1870th-1871st-1872nd-1873rd-1874th-1875th-1876th-1877th-1878th-1879th-1880th-1881st-1882nd-1883rd-1884th-1885th-1886th-1887th-1888th-1889th-1890th-1891st-1892nd-1893rd-1894th-1895th-1896th-1897th-1898th-1899th-1900th-1901st-1902nd-1903rd-1904th-1905th-1906th-1907th-1908th-1909th-1910th-1911th-1912th-1913th-1914th-1915th-1916th-1917th-1918th-1919th-1920th-1921st-1922nd-1923rd-1924th-1925th-1926th-1927th-1928th-1929th-1930th-1931st-1932nd-1933rd-1934th-1935th-1936th-1937th-1938th-1939th-1940th-1941st-1942nd-1943rd-1944th-1945th-1946th-1947th-1948th-1949th-1950th-1951st-1952nd-1953rd-1954th-1955th-1956th-1957th-1958th-1959th-1960th-1961st-1962nd-1963rd-1964th-1965th-1966th-1967th-1968th-1969th-1970th-1971st-1972nd-1973rd-1974th-1975th-1976th-1977th-1978th-1979th-1980th-1981st-1982nd-1983rd-1984th-1985th-1986th-1987th-1988th-1989th-1990th-1991st-1992nd-1993rd-1994th-1995th-1996th-1997th-1998th-1999th-2000th-2001st-2002nd-2003rd-2004th-2005th-2006th-2007th-2008th-2009th-2010th-2011th-2012th-2013th-2014th-2015th-2016th-2017th-2018th-2019th-2020th-2021st-2022nd-2023rd-2024th-2025th-2026th-2027th-2028th-2029th-2030th-2031st-2032nd-2033rd-2034th-2035th-2036th-2037th-2038th-2039th-2040th-2041st-2042nd-2043rd-2044th-2045th-2046th-2047th-2048th-2049th-2050th-2051st-2052nd-2053rd-2054th-2055th-2056th-2057th-2058th-2059th-2060th-2061st-2062nd-2063rd-2064th-2065th-2066th-2067th-2068th-2069th-2070th-2071st-2072nd-2073rd-2074th-2075th-2076th-2077th-2078th-2079th-2080th-2081st-2082nd-2083rd-2084th-2085th-2086th-2087th-2088th-2089th-2090th-2091st-2092nd-2093rd-2094th-2095th-2096th-2097th-2098th-2099th-2100th-2101st-2102nd-2103rd-2104th-2105th-2106th-2107th-2108th-2109th-2110th-2111th-2112th-2113th-2114th-2115th-2116th-2117th-2118th-2119th-21

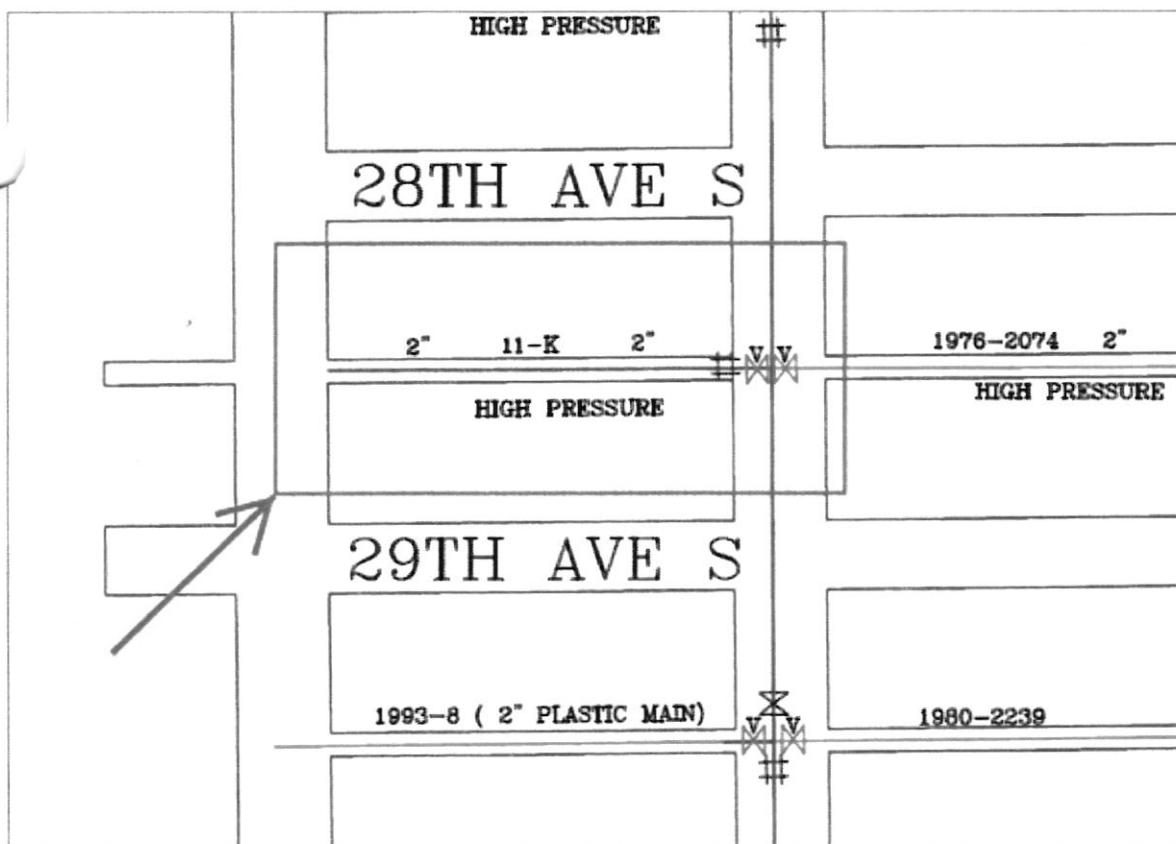
Hobbs, Amber R.

From: Tyler Muzzana, PE <tmuzzana@egas.net>
Sent: Friday, March 26, 2021 3:12 PM
To: Hobbs, Amber R.
Cc: Tony Pietrykowski; Sally Johnson
Subject: Alley Discontinuation: Sexton Park
Attachments: Blank EWM Easement - 29th Alley S ABN.doc

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Amber,

As Tony mentioned, EWM has a natural gas main located in the existing alley easement located at 17th St S and 29th Alley S, see below. EWM would need to have a 20' easement to continue to operate and maintain our facilities. An example blank EWM easement document is attached for reference. If the alley is abandoned, we would need to complete the EWM easement documentation, or similar utility easement documentation. Please let us know if you need anything else from us and if this proceeds.



Thanks and have a great weekend.



Tyler Muzzana, PE | Operations Manager - Director of Engineering
Energy West Montana, Inc.
904 9th Street N. | Great Falls, MT 59401
office: 791-7521 | fax: | cell: 406-750-6462
tmuzzana@egas.net | www.ewst.com



April 27, 2021

Agenda #2

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	Public Meeting for Final Plat Approval of Peace Park Subdivision, Major
INITIATED BY	Karl Birky
ACTION REQUESTED	Final Plat Approval for the Peace Park Subdivision
PRESENTED BY	Anna Ehnes, Planner

BACKGROUND: Karl Birky is requesting final plat approval for the Peace Park Subdivision (major) consisting of fourteen (14) residential lots, ranging in size from 2.004 acres to 2.36 acres. The property lies within the Suburban Residential Two (SR2) zoning district and the total acreage of the proposed site is 33.1 acres. Access to the proposed subdivision lots will be via two separate approaches, one being from Flood Road, and the other from Dick Road, and an internal subdivision road system, Cascade County Road and Bridge Division has approved approaches for both points of access. The lots have been reviewed by the Department of Environmental Quality for water, wastewater, and stormwater approvals. This application received preliminary plat approval by the County Commission on July 28, 2020. The preliminary plat approval had twenty-one (21) conditions that needed to be met prior to final plat approval as listed below.

Staff has deemed the submitted materials complete for the approval and filing of the Final Plat.

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat.
2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat.
3. Submitting with the final plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land in accordance with MCA § 76-3-612 (2019).
4. Causing to be recorded in conjunction with the final plat the covenants of the major plat that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting commercial or industrial uses, and that impose upon all landowners the exclusive responsibility to improve and maintain the public rights of way created by and indicated on the subdivision plat.
5. Causing to be recorded in conjunction with the final plat homeowners' association documents with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat.

6. Cause to be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner thereof. The covenant may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County.
7. Causing to be recorded on the final plat a statement concerning limited public services.
8. Pursuant to 7-22-2152 MCA (2019), submitting a written plan to the Cascade County Weed Board specifying the methods for weed management procedures with regards to this development.
9. Causing to be recorded on the final plat an Agriculture Notification statement.
10. A certificate of waiver of park land dedication and acceptance of cash in lieu thereof statement placed on the final plat for the 1.66 acres.
11. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of Flood Road, Dick Road, or any county road in the vicinity used to access the major subdivision, or any other road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitably in such an RSID. This waiver shall expire 20 years after the date the final plat is filed with Cascade County. This statement of waiver shall be placed on the final plat.
12. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items are to be at the developer's expense and to be completed prior to the approval of the final plat.
13. The inclusion on the major plat a statement provided by Cascade County certifying the status of the internal subdivision roads.
14. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations.
15. The inclusion in the covenants of the Outer Horizontal Surface Military Overlay District-F height restrictions limiting structures within the subdivision to no greater than 500 feet in height.
16. Montana Department of Environmental Quality (MDEQ) Certificate of Subdivision Approval (COSA) shall be submitted with the final plat.
17. A 17,000-gallon fire suppression cistern installed on-site, properly maintained and equipped with the proper appurtenances for the Gore Hill Volunteer Fire Department to use for firefighting at all times. Provide the developers install and the homeowners' association maintain an accessible approach for access to the cistern at all times.
18. A signed letter from the Gore Hill Volunteer Fire Department confirming that the installation of the 17,000-gallon fire suppression cistern was installed to their standard.
19. The homeowners' association shall be responsible for the continual maintenance of the fire suppression system and related equipment subject to adequate inspections by the Fire Chief of the Gore Hill Volunteer Fire Department to ensure the equipment is being properly maintained.

20. MDEQ approval for the proposed site grading and drainage and stormwater conveyance system shall be submitted prior to final plat approval. Additionally, final engineering plans, stamped by a professional engineer in the State of Montana, shall be submitted to the Cascade County Planning Department with the final plat submittal.
21. A copy of the MDEQ General Discharge Permit for Stormwater associated with construction activity shall be submitted prior to final plat approval, if applicable.

CONCLUSION: The proposed subdivision meets the requirements of the Cascade County Subdivision Regulations, as well as Montana's Subdivision and Surveying Laws and Regulations, and the applicant has fulfilled all the conditions of approval.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO DENY: I move that the Cascade County Commissioners, after consideration of the Staff Report and Final Plat Application **deny** the Final Plat for The Peace Park Subdivision.

MOTION TO APPROVE: I move that the Cascade County Commissioners after consideration of the Staff Report and Final Plat Application **approve** the Final Plat for The Peace Park Subdivision due to the twenty-one (21) conditions being met.

cc: Karl Birky, Ryan Buffington TD&H

Attachments:
Final Plat Application



Subdivision Final Plat Approval Form

Cascade County Public Works Department
Planning Division
121 4th St No, STE 2H/I, Great Falls MT 59401
Phone: 406-454-6905 Fax: 406-454-6919

OFFICE USE ONLY

Application #: _____ Fee for Major: \$400
Date Form Received: 3/31/2021 Payment: Check (#) X1301 Cash N/A
Type of Subdivision: major Final Approval/Rejection Date: _____

Date: 3/30/2021

1. Name of Subdivision: PEACE PARK SUBDIVISION
2. Location: NW 1/4 Section 34 Township 20N Range 3E
For Amended Plats: Lot(s) _____ Block(s) _____ Subdivision
3. Name of Subdivider: KARL BIRKY
Mailing Address: 1220 CENTRAL AVE W
City: GREAT FALLS State: MT Zip: 59404 Phone #: 406-799-1072
4. Name, address and telephone number of persons of firms providing services and information (e.g.: surveyor, engineer, designer, planning consultant, attorney)
Name of Representative(s): RYAN BUFFINGTON, TD&H ENGINEERING
Mailing Address: 1800 RIVER DR N
City: GREAT FALLS State: MT Zip: 59401 Phone #: 406-761-3010
5. Descriptive Data:
 - a. Gross area in acres 29.383
 - b. Number of lots or rental spaces 14
 - c. Existing zoning or other regulations RURAL RESIDENTIAL
6. Date Preliminary Plat Approved: 7/28/2020
7. Any Conditions? YES (If Yes, attach list of conditions.)
8. Any Deed restrictions or covenants? YES (If Yes, attach a copy.)

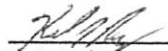
9. All improvements installed? YES (If No, attach subdivision improvements agreement or guarantees.)

10. List of materials submitted with this final plat approval form:

Conditions of Approval Response Letter

1. Final Plat
2. Subdivision Guarantee
3. Executed CCR's
4. Weed Management Plan
5. Certificate of Completion of Public Improvements Agreement
6. DEQ Approval / COSA
7. Gore Hill Fire Rescue Approval Letter
8. Approved Construction Plans
9. HOA Documents

I do hereby certify that all the statements and information to include those contained in all exhibits transmitted herewith are true. I hereby apply to the Board of Commissioners of Cascade County for approval of the final plat.


Subdivider

1800 River Drive North
Great Falls, MT 59401



406 761.3010
tdhengineering.com

March 31, 2021

Cascade County
121 4th S N #2h
Great Falls, MT 59401

RE: PEACE PARK SUBDIVISION
TD&H ENGINEERING JOB NO. 18-173

Below are responses to the required Conditions of Approval for Peace Park Subdivision.

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;

Errors or omissions corrected

2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat.

Subdivision Guarantee Attached

3. Submitting with the final plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land in accordance with MCA § 76-3-612 (2019).

Subdivision Guarantee Attached

4. Causing to be recorded in conjunction with the final plat the covenants of the major plat that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting commercial or industrial uses, and that impose upon all landowners the exclusive responsibility to improve and maintain the public rights of way created by and indicated on the subdivision plat.

Covenants Attached

5. Causing to be recorded in conjunction with the final plat homeowners' association documents with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat.

Homeowner's Association Documents Attached

6. Cause to be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner thereof. The covenant may be revoked for any or all parcels within the subdivision by mutual

consent of the owners of the parcels in question and the governing body of Cascade County.

Declaration of Covenant included on final plat

7. Causing to be recorded on the plat a statement concerning limited public services.

Statement concerning limited public services included on final plat

8. Pursuant to 7-22-2152 MCA (2019), submitting a written plan to the Cascade County Weed Board specifying the methods for weed management procedures with regards to this development.

Written plan submitted to Cascade County Weed Board

9. Causing to be recorded on the plat an Agricultural Notification Statement.

Notice of Agricultural Activities Statement on Plat

10. A certificate of waiver of park land dedication and acceptance of cash in lieu thereof statement placed on the final plat for the 1.66 acres.

Statement placed on final plat for waiver of park land dedication

11. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of Flood Road, Dick Road, or any county road in the vicinity used to access the major subdivision, or any other road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitably in such an RSID. This waiver shall expire 20 years after the date the final plat is filed with Cascade County. This statement of waiver shall be placed on the final plat.

Statement of RSID Protest Waiver included on final plat

12. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items are to be at the developer's expense and to be completed prior to the approval of the final plat.

Certification Letter Attached (TD&H)

13. The inclusion on the major plat a statement provided by Cascade County certifying the status of the internal subdivision roads.

Statement on Plat

14. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations.

Setbacks are included in the attached Covenants

15. The inclusion in the covenants of the Outer Horizontal Surface Military Overlay District-F height restrictions limiting structures within the subdivision to no greater than 500 feet in height.

Height restriction statement included in the covenants

16. Montana Department of Environmental Quality (MDEQ) Certificate of Subdivision Approval (COSA) shall be submitted with the final plat.

COSA attached

17. A 17,000-gallon fire suppression cistern installed onsite, properly maintained, and equipped with the proper appurtenances for the Gore Hill Volunteer Fire Department to use for firefighting at all times. Provide the developers install and the homeowners' association maintain an accessible approach for access to the cistern at all times.

Fire suppression cistern and approach installed

18. A signed letter from the Gore Hill Volunteer Fire Department confirming that the installation of the 17,000-gallon fire suppression cistern was installed to their standard.

GHVFD letter attached

19. The homeowners' association shall be responsible for the continual maintenance of the equipment subject to adequate inspections by the Fire Chief of the Gore Hill Volunteer Fire Department to ensure the equipment is being properly maintained.

HOA maintenance of fire cisterns requirement included in attached CCR's

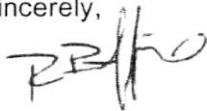
20. MDEQ approval for the proposed site grading and drainage and stormwater conveyance system shall be submitted prior to final plat approval. Additionally, final engineering plans, stamped by a professional engineer in the State of Montana, shall be submitted to the Cascade County Planning Department with the final plat submittal.

MDEQ approval and final plans are attached

21. A copy of the MDEQ General Discharge Permit for Stormwater associated with construction activity shall be submitted prior to final plat approval, if applicable.

Not applicable

Sincerely,



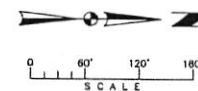
Ryan Buffington PE
Project Manager
TD&H ENGINEERING

A TRACT OF LAND BEING TRACT OF RECORD 3 OF CERTIFICATE OF SURVEY S-0005119, LOCATED
IN THE N1/2NW1/4 OF SECTION 34, T20N, R3E, P.M.M., CASCADE COUNTY, MONTANA

LANDOWNER: KARL BERKOWITZ

	CURVATURE	LENGTH	RADIUS	DELTA	ANGLE	CHORD	BEARING	CHORD	LENGTH
C1	168.67	1489.10	2'38.11"	N27°11'37"E	66.66				
C2	48.72	1549.10	1'43.40"	N21°43'53"E	48.72				
C3	111.70	500.00	2'12.57"	S79°58'48"E	111.05				
C4	84.88	500.00	1'03'16"	N06°25'10"E	84.48				
C5	95.49	501.83	1'02'13"	N06°25'11"E	84.26				

NW CORNER 534
FND 2nd AC 11899
PER CCRF 636



LEGEND

- | | |
|---|---|
|  | SECTION CORNER - FOUND |
|  | QUARTER CORNER - FOUND |
|  | FIND PROPERTY PIN
- AS NOTED |
|  | SET PROPERTY PIN
- 16" x 6" B ² NBLM/TPC 15625A |
|  | SUBMISSION BOUNDARY |
|  | SECTION LINE |
|  | NEW EASEMENT THIS PLAT |
|  | LOT LINE |
| (F) | FOUND/FIELD MEASUREMENT |
| (P) | PLAT RECORD DISTANCE |
| WC | WITNESS CORNER |

SURVEYORS' NOTES

- SURVEYORS NOTES:**
1. CERTIFICATE OF SURVEY NO. 5119 INCLUDES THE FLOOD ROAD RIGHTS-OF-WAY ACREAGE IN THE TRACT OF RECORD 3, ACCORDING TO THE COUNTY ROAD RECORDS WITHIN THE CASCADE COUNTY PLANNING DIVISION, FLOOD ROAD IS A FEE RIGHTS-OF-WAY AND SHOULD HAVE NOT BEEN INCLUDED.
 2. CERTIFICATE OF SURVEYS NO. 4333, 4394, & 5092, ALL INCLUDE THE DICK ROAD RIGHTS-OF-WAY ACREAGE IN THE SHOWN TRACTS, ACCORDING TO THE COUNTY ROAD RECORDS WITHIN THE CASCADE COUNTY PLANNING DIVISION, DICK ROAD IS A FEE RIGHTS-OF-WAY AND SHOULD HAVE NOT BEEN INCLUDED.

AREA OF LOTS = 29.383 ACRES
AREA OF PARK = 0 ACRES
AREA OF DEDICATED ROADS = 0 ACRES

TOTAL SUBDIVISION AREA = 29.383 ACRES

BASIS OF BEARING:
MONTANA STATE PLANE COORDINATE SYSTEM, ESTABLISHED WITH SURVEY
QUALITY GPS

PURPOSE OF SURVEY:
TO CREATE A MAJOR SUBDIVISION FROM TRACT OF RECORD 3 OF CERTIFICATE
OF SURVEY S-0005118

SHEET 1 OF 2

C.O.S. #1832
(DREW A. HEDRICK)



TD&H
Engineering

DRAWN BY DRK	DATE 4-10-21	QUALITY CHECK
SURVEYED BY RTG	JOB NO. 18-173	FIELDBOOK
GREAT FALLS, MONTANA		MO.
SPokane		WASH.
Lewiston		
Lewiston		

A PLAT OF
THE PEACE PARK SUBDIVISION

A TRACT OF LAND BEING TRACT OF RECORD 3 OF CERTIFICATE OF SURVEY S-0005119, LOCATED
IN THE N1/2NW1/4 OF SECTION 34, T20N, R3E, P.M.M., CASCADE COUNTY, MONTANA

LANDOWNER: KARL BIRKY

CERTIFICATE OF OWNERSHIP

I, we, the undersigned property owner(s), do hereby certify that I, (we) have caused to be surveyed, subdivided, and plotted into lots and easements, the following described tract of land in Cascade County, Montana, to-wit:
Tract of land being Tract of Record 3 of Certificate of Survey S-0005119, located in the N1/2NW1/4 of Section 34, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, and being more particularly described as follows:
Beginning at the Northwest corner of said Section 34; thence South 89°14'10" East along the Northern line of said Section 34, a distance of 1955.83 feet to a point on the Eastern right-of-way line of Flood Road and being the True Point of Beginning; thence South 89°14'10" East along said Northern line, a distance of 732.54 feet to the North Quarter corner of said Section 34, being a point on the Southern right-of-way line of Dick Road; thence South 00°32'27" East along the Eastern boundary line of said Tract of Record 3 of Certificate of Survey S-0005119, a distance of 1303.19 feet to the Southwest corner of said Tract of Record 3, being the Center-North Sixteenth corner of said Section 34; thence North 89°14'10" East along the Southern boundary line of said Tract of Record 3, a distance of 1335.84 feet to a point on said Eastern right-of-way line of Flood Road; thence along said Eastern right-of-way line on a non-tangent curve to the left, having an Arc Length of 48.72 feet, a Radius of 1549.20 feet, a Delta Angle of 1°43'40", a Chord Bearing of North 21°45'23" East, and a Chord Length of 48.72 feet; thence North 27°41'12" East along said Eastern right-of-way line, a distance of 1334.44 feet to the True Point of Beginning and containing 29.383 acres, along with and subject to any existing easements.
The above described tract of land is to be known and designated as the Peace Park Subdivision, Cascade County, Montana.

UTILITY EASEMENTS FOR THIS PLAT

The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, cable television, wired broadband, water or sewer service to the public, the right to the joint use of an easement for construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as "utility easement" to have and hold forever.

DECLARATION OF SUBDIVISION ROAD STATUS

Upon the official approval and filing of this plat as provided by Title 78, Chapter 3, M.C.A., the public shall hereby acquire a highway right-of-way, as defined by 80-1-103(23) and 80-1-103(16), M.C.A., in and upon all roadways, streets, and alleys depicted on this plat for the purpose of ingress and egress to and from all subdivisions and parcels depicted. All roadways, streets, and alleys depicted on this plat shall constitute perpetual "public highways" as defined by 80-1-103(22)(b), M.C.A. Accordingly, upon approval and filing of this plat, Cascade County shall hereby acquire a highway easement, as defined by 80-1-103(10), 80-1-103(18), and 80-1-103(19), M.C.A., for future highway purposes in, upon, and under all roadways, streets, and alleys depicted on this plat. This easement may not be abandoned, diminished, or lost by any means, including but not limited to non-use, except as provided by 7-14-210(2) and 7-14-210(3) through 2004, M.C.A.
However, until such time as Cascade County may hereafter formally and specifically open, establish, or accept all or part of them as county roads as provided by 7-14-210(2), M.C.A., the roadways, streets, and alleys depicted on this plat are not "county roads" as defined by 80-1-103(7), 80-1-103(16), 80-1-201(3), and 7-14-210(2), M.C.A., and shall not become "county roads" except as provided by 7-14-210(2), M.C.A. Approval and filing of this plat does not constitute any act or intent by Cascade County to open, establish, accept, construct, improve, or maintain any or all of the roadways, streets, and alleys depicted on this plat as county roads.
Subject to the public right-of-way created by this plat, the owners of the lands depicted on this plat shall privately retain the fee interest in all lands encumbered by the public right-of-way created by this plat, until such time as Cascade County may hereafter formally and specifically open, establish, or accept all or part of the roadways, streets, and alleys depicted on this plat as county roads as provided by 7-14-210(2), M.C.A., or until another government entity formally acquires, accepts, or assumes control of all or part of the roadways, streets, and alleys depicted on this plat as state highways or other public roads by law. The owners of all lands depicted on this plat shall be exclusively and jointly responsible to maintain and improve the depicted public highways and right-of-way created by this plat. Thus, Cascade County shall have no duty or obligation at the time the County may hereafter formally and specifically open, establish, or accept all or part of them as "county roads" as provided by 7-14-210(2), M.C.A. All references to M.C.A. in this declaration shall exclusively refer to Montana Code Annotated (2016).
So granted, deduced, and declared by Karl Birky, Grantor and subdivider.

DECLARATION OF CONSENT

This declaration made on the date hereafter set forth by Karl Birky, hereby declares that all of the properties described herein shall be sold, sold, and conveyed subject to the covenant to be filed with this plat which shall run with the real property and be binding on all parties having any heirs, successors, and shall bind each owner thereof. The covenant may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County.

Dated this _____ day of _____, A.D. _____

KARL BIRKY

State of Montana)
I, as
County of Cascade)

On this _____ day of _____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Karl Birky, known to me to be the person who executed the Certificate of Ownership, in WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Montana
Residing at _____
My commission expires _____

CERTIFICATE OF COUNTY COMMISSIONERS

I, the undersigned, Chairperson of the Board of County Commissioners of Cascade County do hereby certify that the accompanying Plat of the Peace Park Subdivision to Cascade County, Montana, has been submitted to the Board of County Commissioners of Cascade County, Montana, for examination and has been found by them to conform to the law, and was approved by them at their regular meeting held on the _____ day of _____

Chairperson, Board of County Commissioners

Attest:
Clerk and Recorder

STATEMENT OF RESID. PROTEST WANNER

Take notice all prospective purchasers of land in this subdivision, that for the owner of such and every lot in this subdivision, an agreement to forever waive, renounce, and release the right to protest, as defined by Mont. Code Ann. §§ 7-12-210 through 7-12-212 (2015), and further hereby assents, to any creation or extension of a first improvement district, as defined by Title 7, Chapter 12, Part 21, Mont. Code Ann. (2015), which may touch and concern any or all of the lots in this subdivision and which may hereafter be proposed for the paving or other improvement of the certain county roads, and/or any other road that may provide access to the lots in this subdivision, as deemed by the Board of Cascade County Commissioners, as presently located in Section 34, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana. This assent and waiver shall touch, concern, benefit, and burden each and every lot in this subdivision and shall run with the land and be binding upon any and all grantees, transferees, successors, and assigns of each and every such lot. This waiver will expire 20 years after the date the first plat is filed with Cascade County.

Chairperson, Board of County Commissioners

Karl Birky

CERTIFICATE OF WAIVER OF PARK DEDICATION AND ACCEPTANCE OF CASH IN LIEU THEREOF

I, the undersigned, Chairperson of the Board of County Commissioners of Cascade County, do hereby certify that the following action was made by the Cascade County Commissioners of Cascade County at a meeting thereof held on the _____ day of _____, 20____, and entered into the proceedings of said body to wit: "Whereas on the dedication of park land within the plat of the Peace Park Subdivision is undesirable for the reasons set forth in the minutes of this meeting, it is hereby ordered by the Cascade County Commissioners that land dedicated for park purposes be waived and that cash in lieu of park with the provisions of Title 78, Chapter 3, M.C.A."

Chairperson, Board of County Commissioners

Attest:
Clerk and Recorder

CERTIFICATE OF PLANNING BOARD

We, the undersigned, Chairperson and Planning Director of the Cascade County Planning Board, Cascade County, Montana, do hereby certify that this accompanying Plat of the Peace Park Subdivision to Cascade County, Montana, has been submitted to the said Planning Board for examination by them, and was found by them to conform to the law, and was approved at a meeting held on the _____ day of _____

Chairperson, Cascade County
Planning Board

Planning Director, Cascade County
Planning Board

CERTIFICATE OF PUBLIC WORKS DIRECTOR

I, Paul Skubinna, Public Works Director of the City of Great Falls, Cascade County, Montana do hereby certify that I have examined the accompanying Plat and the survey it represents and I found that the same conforms to the regulations governing the platting of lands and to presently platted adjacent lands, as near as circumstances will permit and I hereby approve the same. Dated this _____ day of _____, 20____.

Public Works Director, City of Great Falls, Montana

CERTIFICATE OF COUNTY TREASURER

I, Stone Hollada, County Treasurer of Cascade County, Montana, do hereby certify that I have examined the records covering the area included in the accompanying plat and find that these are not delinquent.

Dated this _____ day of _____, A.D. 20____

County Treasurer, Cascade County, Montana

NOTICE OF AGRICULTURAL ACTIVITIES

Take notice all prospective purchasers of land in this subdivision, that this subdivision is in the vicinity of existing agricultural activities which may affect a purchaser's use and/or enjoyment of his/her property.

STATEMENT OF LIMITED PUBLIC SERVICES

Certain public services such as, but not limited to, school busing, snow plowing, and road maintenance, may not be provided by Cascade County.

STATEMENT OF ARCHAEOLOGICAL, HISTORIC OR PALEONTOLOGICAL SITES

If any archaeological, historic or paleontological sites are discovered during road, utility or building construction, all work shall cease and the State Historic Preservation Office shall be contacted to determine if the find constitutes a cultural resource and if any mitigation or duration is appropriate.

CERTIFICATE OF SURVEYOR

I, the undersigned, Daniel R. Kenczka, Professional Land Surveyor, Montana registration No. 15625LS, do hereby certify that I supervised the survey and plotted same as shown on the accompanying plat, and as described in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 78-3-101 through 78-3-614, M.C.A., and Cascade County.

Dated this _____ day of _____, A.D. _____

Daniel R. Kenczka, Montana Reg. No. 15625LS



SHEET 2 OF 2

BASE OF BEARING:
MONTANA STATE PLANE COORDINATE SYSTEM, ESTABLISHED WITH SURVEY QUALITY GPS
PURPOSE OF SURVEY:
TO CREATE A MAJOR SUBDIVISION FROM TRACT OF RECORD 3 OF CERTIFICATE OF SURVEY S-0005119



CREATED BY	DRK	DATE	4-10-21	QUALITY CHECK	1
SURVEYED BY	RTG	JOB NO.	18-173	FIELDBOOK	2
COPY OF FIELD BOOKS/PLANS TO BE FILED WITH RECORDING OFFICE					
TELEPHONE	406-293-1111	TELEFAX	406-293-1111	EMAIL	info@tdh.com
WEBSITE	www.tdh.com	NOTARY LICENSE NO.			

stewart title

CLTA GUARANTEE

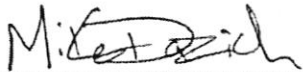
ISSUED BY
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

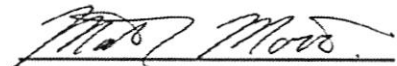
Countersigned by:



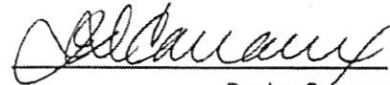
Authorized Countersignature

Mountain Title Company
920 Central Avenue West
PO Box 2112
Great Falls, MT 59404
Agent ID: 260074

stewart
title guaranty company



Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.
Reprinted under license or express permission from the California Land Title Association

File No.: 51095

2222 Guarantee (6-6-92)

Page 1 of 3 of Policy Serial No.: G-0000-696587928

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date;
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claims to be Given by Assured Claimant** – An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** – The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** – Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** – In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims; Termination of Liability** – In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.

Reprinted under license or express permission from the California Land Title Association

File No.: 51095

2222 Guarantee (6-6-92)

Page 2 of 3 of Policy Serial No.: G-0000-696587928

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such Purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its option under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To Pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. **Determination and Extent of Liability** – This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. **Limitation of Liability** –

- (a) If the Company establishes the title or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. **Reduction of Liability or Termination of Liability** – All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. **Payment of Loss**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. **Subrogation Upon Payment or Settlement** – Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest and costs of collection.

13. **Arbitration** – Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. **Liability Limited to This Guarantee; Guarantee Entire Contract** –

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. **Notices, Where Sent** – All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.

Reprinted under license or express permission from the California Land Title Association

File No.: 51095

2222 Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-0000-696587928

SUBDIVISION GUARANTEE SCHEDULE A

File No.: 51095

Guarantee No.: G-0000-696587928

Date of Guarantee: March 17, 2021 at 5:00 P.M.

Liability: \$1,000.00

Premium: \$120.00

A. Assured:

CASCADE COUNTY

B. Assurances:

1. Description of the land:

A tract of land being Tract of Record 3 of Certificate of Survey S-0005119, located in the N1/2NW1/4 of Section 34, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, and being more particularly described as follows:

Beginning at the Northwest corner of said Section 34; thence South 89°14'10" East along the Northerly line of said Section 34, a distance of 1905.83 feet to a point on the Easterly rights-of-way line of Flood Road and being the True Point of Beginning; thence South 89°14'10" East along said Northerly line, a distance of 732.54 feet to the North Quarter corner of said Section 34, being a point on the Southerly rights-of-way line of Dick Road; thence South 00°38'29" East along the Easterly boundary line of said Tract of Record 3 of Certificate of Survey S-0005119, a distance of 1303.19 feet to the Southeast corner of said Tract of Record 3, being the Center-North Sixteenth corner of said Section 34; thence North 89°01'22" West along the Southerly boundary line of said Tract of Record 3, a distance of 1235.94 feet to a point on said Easterly rights-of-way line of Flood Road; thence along said Easterly rights-of-way line on a non-tangent curve to the left, having an Arc Length of 46.72 feet, a Radius of 1549.20 feet, a Delta Angle of 1°43'40", a Chord Bearing of North 21°43'53" East, and a Chord Length of 46.72 feet; thence North 20°41'12" East along said Easterly rights-of-way line, a distance of 1334.44 feet to the True Point of Beginning.

2. Name of Proposed Subdivision Plat or Condominium Map:

THE PEACE PARK SUBDIVISION

3. That the only hereafter named parties appear to have an interest showing in the public records affecting the land necessitating their execution of the name proposed plat or map area as follows:

KARL J. BIRKY

File No.: 51095

Guarantee No.: G-0000-696587928

SUBJECT TO:

1. General taxes for the year 2021 which are a lien not yet due and payable.
2. General taxes for the year 2020 are as follows:

First Half	\$223.26	Status: PAID
Second Half	\$223.25	Status: PAID
SID's:	\$300.04	Included in total
City	NONE	Included in total
Total	\$446.51	
Receipt No.:	68603	
Parcel No.:	0002019022	
3. Special Improvement District #37, for Fox Farm RID, now a lien, payable in the amount shown in the tax exception above.
4. Said property is within the boundaries of the Cascade County Rural Solid Waste District, created by resolution filed May 28, 1971, under Misc. File No. 5284, records of Cascade County, Montana, and will be subject to any levies or assessments thereof.
5. Said property is within the boundaries of the Cascade County Rural Fire District and is subject to any levies or assessments thereof.
6. Matters contained in Option Agreement to Secure Public Roadway Easement executed by RUSS BARRETT to THE BOARD OF COMMISSIONERS OF CASCADE COUNTY, as recorded May 3, 2016 on Document R0321890, records of Cascade County, Montana.
7. Matters shown on, or disclosed by Certificate of Survey No. S-0005119, filed September 26, 2017, records of Cascade County, Montana.
8. Matters contained in Warranty Deed executed by HIGGINS ENTERPRISES LTD. to KARL J. BIRKY, as recorded June 20, 2018 on Document R0356986, records of Cascade County, Montana.
9. Matters contained in Easement - Underground Electric executed by KARL J. BIRKY to NORTHWESTERN CORPORATION D/B/A NORTHWESTERN ENERGY, as recorded April 5, 2019 on Document R0368817, records of Cascade County, Montana.
10. Any rights of CASCADE COUNTY, MONTANA to Flood Road, disclosed by records of Cascade County Assessor's office, for which no instrument is found of record.
11. The policy will not insure, and no examination has been made for, minerals in or under the said land, mineral rights, mining rights and easement rights in connection therewith or other matters relating thereto, whether express or implied.

NOTE: NO LIABILITY IS ASSUMED HEREUNDER UNTIL FULL GUARANTEE PREMIUM IS PAID.

Survey/Plat, when recorded, must be in compliance with the provisions of the Montana Subdivision and Platting Act, 1973, (Sections 76-3-101 M.C.A. through 76-3-614 M.C.A.) and the regulations adopted pursuant thereto.

MT Subdivision Guarantee 14

Easements, conditions and restrictions as disclosed or to be disclosed on proposed Survey/Plat to be recorded prior to or as part of this transaction.

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes —to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes —to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes —information about your creditworthiness.	No	We don't share
For our affiliates to market to you —For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

After Recording Return to:
TD&H Engineering
1800 River Drive North
Great Falls, MT 59401

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
THE PEACE PARK SUBDIVISION**

THIS DECLARATION, made this 12th day of April, 2021, by Karl J. Birky ("Declarant" herein).

WHEREAS, the Declarant owns real property in Cascade County, Montana, identified as follows:

Tract of Record 3 of Certificate of Survey S-0005119, located in the N½ of the NW¼ of Section 34, Township 20N., Range 3E., P.M.M.

AND WHEREAS Declarant is subdividing the said real property which will be and is identified as follows:

Lots 1 through 6 in Block 1, and Lots 1 through 8 in Block 2, of The Peace Park Subdivision, a platted subdivision in Cascade County, Montana, according to the official recorded plat thereof. (Collectively, the "Property" herein.)

THE UNDERSIGNED hereby declares that all of the Property described above shall be held, sold, transferred, conveyed, and hypothecated subject to the following restrictions, covenants, conditions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real Property. These restrictions, covenants, and conditions shall run with the real Property and shall be binding on all parties having or acquiring any right, title or interest in the protected Property and shall inure to the benefit of and be binding upon each successor in interest to the Declarant.

ARTICLE I DEFINITIONS

1. "Architectural Review Committee" shall mean and refer to a committee of the Homeowners Association appointed by the board of directors of the Association pursuant to its Bylaws and Articles of Incorporation.
2. "Association" shall mean and refer to The Peace Park Owners Association, and its successors and assigns.
3. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, duly elected pursuant to the Bylaws of the Association or appointed by Declarant as herein provided.
4. "Bylaws" shall mean the Bylaws adopted by the Association as amended from time to time.
5. "Declarant" shall mean Karl J. Birky and his successors and assigns. The sale of an individual lot or parcel in the subdivision is not an assignment of any development rights.
6. "Declaration" shall mean this document of Declaration of Covenants, Conditions and Restrictions for The Peace Park Subdivision, as may be amended from time to time.
7. "Lot" shall mean and refer to any division of land shown upon any recorded subdivision map of the Property which shall be used exclusively for residential purposes, inclusive of the roadways depicted and shown on the plat of The Peace Park Subdivision.
8. "Owner & Member" shall mean and refer to every person or entity who is a recorded Owner of a fee, or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association. Record Owners who have sold any lot under a recorded contract shall not be considered Owners, while the purchaser of any lot, which is a part of the Property, under a recorded contract, shall be considered the Owner for all purposes herein. Persons or entities having an interest in any Lot merely as security for the performance of an obligation are hereby excluded.
9. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity or combination thereof.
10. "Properties" or "Property" shall mean and refer to those properties described herein as The Peace Park Subdivision. "Properties" shall also mean and refer to any addition of real properties as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II PROTECTIVE COVENANTS

1. **Property Owner Association.** By acceptance of a deed to a parcel within the affected properties the Owner consents to membership, and membership is automatic, in the "The Peace Park Owners Association", hereinafter referred to as the "Association". General responsibilities of the Association are outlined in Article IV below. Each Owner shall pay maintenance assessments to the Association as required by the Association. Unsold and unimproved Lots owned by the Declarant shall not be subject to such assessments, except as may be agreed to by Declarant.

2. **Land Use.** The Lots shall be for single-family residential uses only, excepting Lot 7 and Lot 8 of Block 2 which are addressed below. Only one residence per Lot is permitted, and no Lot may be further subdivided. No business, trade, commercial or industrial activity of any kind or description shall be conducted on the Property; Provided, in-house or in-shop commercial activities that do not involve signage, or customers, or vendors, or frequent deliveries are permitted, subject to applicable governmental regulations. Nevertheless, the primary use of all Lots shall remain residential. Activities that create noise, traffic, or pollution beyond levels ordinary for a residential subdivision are prohibited. The intent is to create a desirable single-family residential subdivision that maintains and respects the quality of the semi-rural residential atmosphere. Lots 7 & 8 of Block 2 may be further divided or subdivided, and/or may contain duplex or townhome style improvements, with common wall, habitable dwellings spaces, provided no more than four (4) habitable dwelling spaces may be established on the Lots, and such use remains residential.

3. **Building Construction, Location, and Type.** The main floor of each residence on single family Lots shall be at least 1,500 square feet in ground floor area for a single-level home, and two story homes shall have at least 2,500 square feet of living space above ground. For purposes of this provision, two story homes includes attic truss houses. Basement are permitted, and no dwelling may exceed two stories in height (excluding basements). The square footage requirements do not include garages, porches, decks, walkways, or breezeways. Homes must be primarily site-built and framed from lumber. Mobile or manufactured or modular homes are not permitted. Each residence shall have at least a double car garage, which may be attached or detached. Two accessory outbuildings are permitted but shall compliment the residential structure in color and style, and such accessory outbuildings may not exceed the height of the main dwelling, unless specific architectural approval, and then such outbuildings may not exceed the height of a two story building. A detached garage shall count as one of the accessory buildings. Plans are to include proposed colors and materials for residences, accessory buildings, fences, or any structure, and shall first be approved by the Architectural Review Committee prior to commencement of construction or building permitting if applicable. Shops are permitted if they fit with setbacks, style, color, height, size, material, and uniformity to neighborhood. Shops and other outbuildings must be approved by Architectural Review Committee. Owners are encouraged to acquire geotechnical information associated with foundation or basement

installation, however such information is not part of architectural review. Setbacks shall be 25 feet from the easement edge at the front of a Lot, 25 feet from the rear of a Lot, and side setbacks shall be 20 feet. Upon application, the Architectural Review Committee may waive side setback requirements in the event an Owner applies to build a single dwelling on two Lots, but no dwelling or building may be situated on a Lot boundary. If setbacks are otherwise controlled by zoning, the more restrictive requirement shall apply. All Lot frontage shall be on the road within the plat providing access to said Lot, and Lots 5 & 6 Block 1 shall be deemed to front Florida Road, and Lot 4 Block 2 may front either Florida Road or Arizona Road, but materials for architectural review for said Lot 4 shall designate the road fronted.

4. Fire Standards and Driveways. All driveways serving the habitable dwelling on a Lot in excess of 150 feet shall include a turnaround or hammerhead sufficient to allow access, ingress and egress to the habitable dwellings by fire vehicles. All driveways, if paved, shall be of either concrete or asphalt, or may be of gravel. All driveways shall be developed and engineered to support the weight of fire vehicles.

- a. **Address Signs:** Affixed to each home shall be address numbers contrasting to the home color that are at least 3" inches in height. Additional addressing shall be at the entrance or driveway for each Lot.
- b. **Roofing Materials:** Only class A or B fire-rated roofing materials may be used for new construction. Metal roofing must be seamless roofing and conform to color and style of neighborhood. Roofing material must be approved by Architectural Review Committee.

5. Road, Storm Drainage, and Fire Cistern Maintenance. The purchaser and/ or Owner of a Lot understands and agrees that private road construction, maintenance, and snow removal shall be the obligation of the owners or the Association, as provided for herein, and that Cascade County is in no way obligated to perform such road maintenance or upkeep until the roads are brought up to standards and accepted by the County for maintenance. Roads may initially be gravel, as approved by Cascade County. Declarant, at Declarant's sole discretion, reserves the option to pave the roads so long as Declarant owns any Lot within the subdivision. The owners or the Association shall be responsible for maintenance of the fire suppression cistern, subject to inspection and standards established by the Gore Hill Volunteer Fire Department, or successor thereto. An easement for inspection, maintenance, repair, and replacement of the fire suppression cistern is hereby created and granted, in the location identified on the face of the plat for The Peace Park Subdivision.

6. Utility Lines. Utility main lines will be located within the subdivision roadways. All new utility lines shall be installed underground. Any transformer boxes, pumping stations and the like shall be placed in such a manner they are not unsightly or hazardous to the public.

7. Property Maintenance. Each Lot Owner shall provide proper maintenance and

irrigation of all installed landscaping, so that the premises and improvements thereon will be in a safe, clean, neat and orderly condition. Each Owner of a Lot on which there is a structure shall provide exterior maintenance upon such lot and structure to include painting and repairing the structure. Lawn and landscaping of at least 6,000 square feet shall be installed on each Lot within one year of completion of the main dwelling. Such initial landscaping shall be immediately adjacent to or surround the completed dwelling, and shall be irrigated with underground systems. In the event the Owner shall fail or neglect to provide exterior maintenance of improvements or landscaping, the Association shall notify such Owner in writing specifying the failure and demanding that it be remedied within thirty (30) days. If the Owner shall fail or refuse to provide such exterior maintenance within the thirty (30) day period, the Association may then enter such Lot and provide required maintenance at the expense of the Owner. The full amount shall be due and payable within thirty (30) days after the Owner is billed therefore and shall become a special assessment upon that Lot. The Association may exercise all rights to collect that assessment as it does other assessments pursuant to this instrument. Such entry on the Lot by the Association shall not be deemed a trespass.

8. Nuisances and Garbage. No noxious or offensive activity shall be carried out or permitted on any Lot, nor shall any lot be used in any way that may endanger the health or safety of or unreasonably disturb the neighborhood. No rubbish, trash, machinery parts, junk, or other waste shall be allowed to accumulate, except in sanitary containers which shall be emptied and removed from the premises on at least a weekly basis. All garbage shall be stored in secure and sturdy containers of metal, plastic or other suitable material that has sufficiently tight fitting covers to prevent the escape of noxious odors and to prevent entrance or destruction by wild animals. All garbage must be kept in a garage or other outbuilding, or screened or enclosed areas not seen from the subdivision roads, except as may be placed at a Lot's on collection days in the instance of curbside garbage service. No container may be left out for collection for over 24 hours. There shall be no burning of garbage or household waste materials, and lawn and landscaping materials may only be burned pursuant to a valid Cascade County permit. No unlicensed, inoperable, not working, or junk vehicles or vehicle parts are allowed on any lot unless kept within an enclosed garage or shop.

9. Lighting. If installed, exterior lighting shall be "down type" only and limited to a lamp affixed to the home or garage and/ or a decorative-type yard light pole not to exceed ten feet. Additional restrictions for pole fixtures are addressed herein.

10. Weed Control and Revegetation of Disturbed Sites. Lot Owners are required to maintain their property in compliance with the Montana County Weed Control Act and any Cascade County noxious weed management plan. Owners are encouraged to contact their local weed control board for more information on methods of weed control. Owners shall revegetate any ground disturbance created by construction or maintenance with beneficial species at the first appropriate opportunity after construction or maintenance is complete. All Lot Owners must maintain lots even if a structure is not yet built, which maintenance includes, but is not limited to, mowing, weed management, spraying weeds, pruning, etc. Such weed management and

vegetation maintenance shall also meet any erosion control program or standard established by the local jurisdiction. All single-family houses must have landscaping and lawns installed as provided for above.

11. Private Road and Storm Drainage Maintenance, Sewage Disposal, and Irrigation.

- a. All roads within this subdivision, specifically, Florida Road and Arizona Road and any walkways or pathways within said access easements, shall be properly maintained by the Association in accordance with the provisions herein. Until such time as the roads may be accepted by Cascade County or other governmental entity, and which acceptance includes maintenance, the Association shall be responsible for the regular maintenance of the roadways within the subdivision, and shall keep and maintain the same in a good functional condition. Said maintenance may include improvements to the roadways as may be determined by the Association. Such maintenance should include, but is not limited to, regular grading of the roads and dust mitigation, if unpaved, and regular snow plowing and snow removal.
- b. Storm Drainage Facility Operation and Maintenance Plan:
 1. Roadside Swales: Roads within the subdivision may be equipped with roadside swales to facilitate storm water collection, storage, and infiltration, and the good maintenance of which shall be the responsibility of the Association.
 2. Culverts:
 - a. Driveway crossings of a roadside ditch shall be constructed with culverts, and special circumstances may require specific sized culverts.
 - b. All culverts shall be inspected by the respective Owner annually for sedimentation and blockage. Any blockage or excessive sedimentation shall be removed by the Owner annually or as needed to ensure proper flow through culverts. Owners shall otherwise be responsible for the maintenance of any driveway culverts.
- c. Sewage Disposal. Each residence or habitable dwelling shall have a working sewage disposal system as approved by the Cascade County Health Department, or appropriate regulating agency, and all such sewage disposal systems shall be maintained in a good working condition.

- d. Water. Each Owner shall be responsible for the development and installation of a domestic groundwater source or cistern for habitable dwellings located on a Lot.
- e. Irrigation Assessments- Historically, the Property may have been irrigated. The entire subdivision may continue to be assessed for irrigation water delivery even though the water may not be deliverable to the Lots.

13. Adjacent Private Lands. Lot Owners, guests, and their families shall respect the rights of landowners adjacent to this subdivision and not trespass onto those properties, and acknowledge that agricultural activities may regularly occur on such adjacent properties.

14. Signs. Except as hereafter permitted, no signs (excepting street signs), billboards, or unsightly objects shall be erected, placed or permitted to remain on any Lot. Declarant may otherwise maintain such signage as Declarant may choose relative to the improvement and sale of Lots.

- a. Building contractors and/or architects may maintain one sign not to exceed twenty (20) square feet in size on any lot upon which is under construction and within which improvements are being made.
- b. For a period of Ten (10) years from the date of this Declaration, the Declarant may place signs within the properties to promote the development of Peace Park Subdivisions.
- c. "For Sale" signs are allowed on a Lot that is for sale. "Open House" signs are allowed on the lot and in the neighborhood during the period of the open house.
- d. Campaign signs are allowed for a period of four (4) weeks prior to election to which they pertain and shall be removed within two (2) days following the election.
- e. Signs for "Garage Sales" or "Rummage Sales" may be posted for only the day of the sale. Owner or occupant of the Lot holding the sale shall immediately remove all signs at the conclusion of the sale including signs on the lot and at the entrance to the neighborhood.
- f. Signs as allowed in paragraphs c, d, and e, above shall be of customary and reasonable dimensions, not to exceed 3' x 3'.

15. Antennas/Flag Poles/Detached Lighting. No exterior television, radio antenna or satellite dishes measuring over one meter in any direction shall be erected, placed, or permitted to remain on any Lot. Mini satellite dishes and antennas may be attached to the rear, side or within one foot of a front corner of the dwelling unit. Flag pole lighting is permitted but

must only point to the flag and not disturb neighboring property or roads. Flag pole placement and height will be subject to approval by the Architectural Review Committee, but in no event may such poles exceed 20 feet in height. Property within The Peace Park Subdivision is subject to the Outer Horizontal Surface Military Overlay District-F height restrictions, limiting structures and improvements within the subdivision to a height of no greater than 500 feet. The building restrictions in Section 3 and this Section of Article II are more restrictive than, and therefore meet the requirements of, the referenced Overlay District.

16. Items or Activities That May Create Insurance Increase. Nothing shall be done or kept on any Lot or in any commonly maintained area that will increase the rate of insurance on any policy held by Owners of any Lot.

17. Off Road Driving. No Lot may be used for the recreational riding of motorcycles or ATVs in excess of one hour per day.

18. Exterior Lighting. No direct outside or yard lighting (except Holiday lighting), including but not limited to spotlights, area lights or sodium lights shall be permitted. No pole mounted lighting or flood lighting shall be permitted (unless on top of flag pole for purpose of lighting flag pole only). Only indirect exterior lights affixed to a residence and/or garage and indirect landscape lighting shall be permitted. Such permitted lighting shall not spill over onto other properties or create a lighting nuisance to neighbors. Driveway lights will be permitted but need to be approved by Architectural Review Committee.

19. Christmas Lighting and Similar Lighting Decoration. Holiday lighting is permitted. Excessive or unsightly lighting decoration, as defined by the Architectural Review Committee, is prohibited. (The Architectural Review Committee may establish guidelines for these if needed.)

20. Pets and Animals. No more than four household pets are allowed per residence, such two dogs and two cats. Such animals must be kept within a properly fenced enclosure unless leashed or under the immediate control of their owner and shall not be permitted to be at large or become a nuisance or annoyance to the neighborhood. All animals kept on any lot shall be properly fed indoors, watered, and sheltered from the elements in such a manner as consistent with their good health. Pet food shall only be stored indoors to prevent conflicts with wild animals. Kennels are structures that are subject to architectural review, and may not be located closer than forty (40) feet to a Lot boundary. Animal manure shall be removed from the premises or otherwise disposed of or otherwise cleaned up periodically so as not to become obnoxious, offensive, or a nuisance to surrounding residents. When walking a pet, the cleanup of animal waste is required. A single horse may be kept on a Lot, and an Owner is limited to no more than two horses if owning more than one Lot. Horses shall be regularly fed and watered and care taken to not allow a Lot to become denuded or subject to excessive erosion. One livestock animal per participant may be raised on a Lot if in conjunction with a 4-H (or similar) youth project, but such animals may not be kept for more than a year, and shall be properly contained

and cared for, inclusive of regular clean up of animal waste. Otherwise, no livestock, commercial kennels, or the commercial breeding, raising, training or boarding of any animals shall be allowed. If Lot Owner is not in attendance with animal, they must make sure animals are taken care of and do not cause problems, nuisance, noise issues, or intrude on other property owners' land.

22. Fences. Lot Owners shall have the right to fence the perimeter of their lot, and may use three strand wire fencing on treated wood or on metal posts. All other fencing shall be subject to the architectural review process, excluding interior fencing (such as privacy fencing for decks or for fencing for kennels). The Architectural Review Committee may also impose additional limitations for fencing that may affect road and driver sight lines at intersections. Fences shall be neatly maintained and kept in good repair and may not obstruct view from road traffic on corner lots.

23. Parking and Storage. No parking is allowed at any time on the roadways within the plat. All Single-family homes should have driveways with sufficient parking for guests. Each home shall include at least a double car garage and driveway shall provide space for at least two additional parked vehicles. All driveways shall only ingress and egress into the roadway that 'fronts' the Lot. All storage must be completely enclosed, and carports are not allowed with the exception of a covered area for parking as part of a shop or other non-garage outbuilding. It is the intention of these covenants to limit parking to that reasonably required for passenger vehicles intended for the Owner's personal use and that of the Owner's guests. No mobile homes, motor homes, trailers of any type or descriptions, trucks exceeding one-ton capacity, campers, pickups carrying campers, farm tractors, farm machinery, boats, snow mobiles, ATV's or other types of recreational vehicles or their trailers shall be parked, or otherwise allowed to remain on any lots or adjoining streets, unless such vehicles are parked in the garage or other outbuilding as may be approved by the Architectural Review Committee, and provided doing so does not prevent the Owner from parking his or her passenger vehicles in the garage. Notwithstanding the above, a recreational vehicle, fifth wheel camper or trailer, camper or travel trailer, or trailered boat or snow mobiles may be parked immediately alongside and parallel to a garage; and further, a smaller travel trailer and trailered boat (or other combination) may be parked alongside and parallel to a garage, provided the two trailers together are generally the length of the garage side. Such parking areas alongside garages shall be either paved, or graveled, or surfaced with paving blocks. The prohibition on carports above shall not apply to a roof over such garage-side parking areas, provided such roof has architectural approval, and ties into the garage structure, ideally connecting to garage roofline. No vehicle of any type shall be permanently or semi-permanently parked on any lot or street for reconstruction or repair and no dilapidated or inoperable vehicle, including vehicles without wheel(s) or any engine or body part, shall be stored on the properties, provided, however, that the provisions of this section shall not apply to emergency vehicle repairs.

24. Additional Notices. The undersigned Declarant hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide

telephone, communication, electric power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on the plat as "Utility Easement" to have and to hold forever.

Acceptance of a deed for a lot within this subdivision constitutes assent of the lot Owner to waive the right to protest a future RSID/SID for improvements including, but not limited to, the installation of paving, street widening, drainage facilities, curbs and gutters, pedestrian walkways or bikeways on roads adjacent to or within the subdivision.

ARTICLE III ARCHITECTURAL REVIEW COMMITTEE

1. Architectural Review Committee. Up until the sale and transfer of the 10th Lot (of 14) by Declarant, the Declarant and any other person appointed by Declarant shall constitute and be the membership of the Architectural Review Committee (ARC) and shall provide the functions and services set forth herein. The decisions of the Declarant, acting solely as the Architectural Review Committee, shall be made in Declarant's sole and absolute discretion, without regard or consideration of the desires, opinions or input of any Owner or purchaser of any portion of the Real Property or any Lot, or the Association. However, the decisions of the Declarant must be consistent with and in conformity with the terms, conditions and other provisions set forth herein, i.e., the Declaration. Declarant may further, in the exercise of architectural control, promulgate written guidelines in the manner provided for below. Notwithstanding the above, Declarant reserves the right to transfer authority to a duly constituted ARC of the Association at any time prior to the transition event stated above.

At the transition event stated above, or pursuant to a voluntary transfer of authority, the Association may establish a committee, consisting of three persons, known as the Architectural Review Committee, to serve the functions as described in this Article. The Association Directors shall appoint the members of the ARC by majority vote. At least one (1) Director shall serve on the Committee. In the absence of a Committee, the Board of Directors may take on the functions of the ARC.

2. Architectural Review Standards. The Architectural Review Committee may establish written criteria specifically for the Real Property, which criteria shall advance the purposes of, and not be contrary to, the provisions of this Declaration. The criteria by which the ARC will review any proposed plans for the construction of improvements, or modifications, on any Lot shall be made available to the purchaser of any unimproved Lot. It is the obligation of the Owner of any Lot to obtain current versions of the criteria prior to preparation of plans or specifications for construction of improvements and prior to submission of materials for review by the ARC, as such current versions will control architectural review. Owner requests for approval shall include structural plans or elevation set, building or improvements specifications, colors, and materials, and plot plans which include a footprint of the proposed improvement

located on the Lot. While the review criteria must be reasonably designed to enhance and protect the nature of the Properties in the area, purchasers of Lots need to be aware that the ARC may from time to time adopt more stringent criteria than what existed at the time a Lot was purchased. The ARC may require payment of fees for its review of proposed plans, and for processing complaints or protests alleging violation of these covenants as to matters within the jurisdiction of the ARC. The fees as set by the ARC shall be in an amount sufficient to reasonably compensate the ARC for its administrative costs and expenses likely to be incurred in connection with its activities. The ARC may require payment of the fee in advance as a condition of making its review or determination. Unless waived by the ARC, failure to pay any fee required for ARC review or action shall be interpreted as if the matter was not presented for review and no action of the ARC is required.

3. Architectural Review Committee Approval. Approval or disapproval by the Architectural Review Committee shall be in writing. In the event the ARC fails to act within fifteen (150) days after the proposed plans and specifications of any building or structure, along with the necessary fees, are submitted, no specific approval shall be required for such building or structure and the pertinent provisions of this Declaration shall be deemed to have been complied with in full.

4. General Statement Regarding Approval Process. Approval or disapproval of the Owner's proposed improvement shall be based on a finding by the ARC that the proposed improvement (a) conforms with the governing documents and those rules pertaining to architectural review; and (b) will be in good taste in the opinion of the ARC, complimentary to neighboring properties, and harmonious with external design of other structures and/or landscaping within the properties. Prior to commencing construction, the Owner's contractor shall meet with the ARC to review the requirements relative to construction activities.

5. Landscaping. Landscaping shall be deemed to be a work of improvement requiring ARC approval hereunder.

6. Non-Waiver. The approval by the ARC of any plans, drawings, or specification for any work done or proposed, or for any other matter requiring the approval of the ARC under this Declaration, or any waiver thereof, shall not be deemed to constitute a waiver of any right to approve or withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval by the same or some other Owner.

ARTICLE IV HOMEOWNERS ASSOCIATION

1. Association Formation. Upon execution of this Declaration, and before the Declarant sells any Lot located upon the Properties, the Declarant shall incorporate in the State of Montana a nonprofit corporation to be named The Peace Park Owners Association, Inc. (the "Association"). The Association shall be incorporated for the following purposes:

- (a) To promote the convenience, enjoyment, health, safety, and welfare of the Owners of the Lots that are subject to the Declaration.
- (b) To enforce the restrictions, regulation, and requirements set forth in the Declaration and to exercise architectural control over all buildings and other improvements erected or constructed on the Lots.
- (c) To fix, levy, collect and enforce payment of all fees, charges, expenses and costs assessed in accordance with the Declaration; to pay all costs and expenses incurred in the administration of the Association's affairs.
- (d) To exercise all rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration; and
- (e) To exercise any and all rights, powers and privileges otherwise available to a nonprofit corporation incorporated under the Montana Nonprofit Corporation Act.

2. Declarant and Association Obligations. Association maintenance and other obligations as provided for in this instrument, including but not limited to, road and drainage feature maintenance and fire cistern maintenance shall be performed by the Declarant, until such time as a sufficient number of Lots are sold to allow assessment revenue as may be necessary to regularly provide such maintenance. At such time Declarant may transfer to the Association responsibility for such maintenance, by providing written notice by Declarant to the Association of such transfer of responsibility.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership: Every person or entity who is a record Owner of a fee, or undivided fee, interest in any lot which is subject by covenants of record to assessments by the Association, shall be a member of the Association; excepting, however, any person or entity who has sold or is selling any such lot under a contract shall not qualify as a member. Every person or entity purchasing any such lot under a contract shall be a member of the Association.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

Acceptance of a deed, notice of purchaser's interest or documentation evidencing an ownership interest in a lot shall be deemed to be consent to membership in the Association. The recording of a deed or other document evidencing an ownership interest shall be prima facie evidence of acceptance of that document by the receiver of the interest transferred.

The first annual meeting of the Association shall be held on the first Monday of March, 2020, and on the same date thereafter, unless a different date is duly called for and noticed by the unanimous consent of the Directors of the Association.

2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights of such member may be suspended by the Board of Directors until such assessment has been paid.

3. Voting Rights: The Association shall have one class of voting Members which shall consist of each Owner of a Lot within the properties. Each Member shall be entitled to cast one (1) membership vote for each Lot of which they are the Owner and only one (1) membership vote shall be entitled to be cast for each Lot within the properties; Provided the Declarant shall have four (4) votes for each Lot owned by Declarant. In the event Lots 7 & 8 are further divided as provided for herein, by means of the Montana Unit Ownership Act or otherwise, then each owner of a unit on that Lot shall be entitled to one vote (making 16 votes total possible). (In the event a duplex type structure is built on a Lot but the Lot is not divided, there shall be only one vote for that Lot.) A Member may vote either in person or by a proxy appointed in a written instrument. In the event a Lot is owned by two or more persons in any form of co-ownership, including ownership as tenants in common or as joint tenants, then such persons shall determine between themselves the manner in which the membership vote for that Lot shall be exercised, but in no event may more than one (1) membership vote be cast for any Lot within the properties, except as provided for above. If two or more persons each claim the right to cast a membership vote for a Lot, but cannot agree on how such membership vote shall be cast, then the Association may elect to refuse to recognize the membership for such Lot or to treat such membership vote as an abstention. Any Lot or common area owned by the Association shall not qualify the Association to vote.

4. Procedures: The procedures concerning meetings, voting, quorums and administration of the Association shall be established in its articles and bylaws.

5. Notice of Membership: Any person, upon becoming a Member of the Association, shall furnish the secretary of the Association with a photocopy or a certified copy of the recorded instrument or such other evidence as may be specified by the Board of Directors of the Association, establishing that such person is the Owner of a Lot within the properties, thereby entitling such person to a membership in the Association. In addition, the member shall provide the Association with a single name and address to which the Association will send any notice required to be delivered to Members by the Association. In the absence of being provided such name and address by Lot Owners, the Association may rely on the tax rolls or records for owner information and address.

6. Directors: The affairs of the Association shall be managed by its Board of Directors. Up until the sale or transfer of the 10th Lot (of 14) by Declarant, the Board shall

consist of those individuals appointed by the Declarant, provided such appointments shall only be for a year period (exclusive of renewals). Following the initial Board appointed by Declarant, the Board of Directors shall consist of three (3) individuals, all of whom shall be an Owner of a Lot or the agent or representative of an Owner, and said Board shall be elected at each annual meeting by the Members, as provided in the By-Laws. Board Member terms shall be three years, with each position staggered so that one Board Member is elected each year. Of the three positions, one shall initially be for one year, one for two years, and one for three years. Until the transition event stated above, the Board shall consist of any number of persons appointed to that position by the Declarant. Nothing herein prevents the Declarant from voluntarily relinquishing such Director appointment authority prior to the transition specified above, and in such event the Declarant shall provide written notice to the Association of transfer, and such transfer of authority may be in conjunction with a special meeting of the Members called for the purpose of electing Directors.

ARTICLE VI ASSESSMENTS

1. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties, and in particular for the improvements, operation and maintenance of the properties and roadways and other common amenities. Said assessments shall be levied, collected, and applied for the purposes described herein, or as the Board of Directors may, from time to time, determine.

2. Uniform Rate of Assessment: All assessments shall be fixed at a uniform rate per Lot. Undeveloped Lots owned by the Declarant shall not be subject to assessment unless such assessment is consented to by Declarant. Unimproved Lots may, at the election of the Directors, be assessed at a different rate than improved Lots. Where one Owner is utilizing more than one Lot as a single homesite, and has commenced construction of a residence thereon, the Directors may, in their discretion, elect to treat such Owner the same as a single lot Owner for assessment purposes. In the event Lots 7 & 8 are further divided as provided for herein, by means of the Montana Unit Ownership Act or otherwise, then each owner of a unit on that Lot shall be directly assessed as a Lot and as other Owners herein. (In the event a duplex type structure is built on a Lot but the Lot is not divided, that Owner may, at the discretion of the Association, be assessed as two Lots.)

3. Types of Assessments: The assessments levied by the Board of Directors of the Association shall be utilized to provide funds consistent with the purposes of the Association. The assessments may include, but shall not be limited to, the following:

- (a) **Annual Assessment:** An annual assessment for administration of the Association, liability insurance, other normal maintenance expenses, and to provide funds for such other purposes as the Board of Directors, may find necessary and consistent

with the purposes of the Association.

- (b) **Capital Improvement Assessments:** The Association may levy in any year a special assessment for the purpose of defraying in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of any capital improvement, including the necessary fixtures and personal property related thereto, or for such other capital improvements as are determined necessary or desirable. However, no assessment shall be levied which has not been approved by the affirmative vote of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called to consider such special assessment. No such assessment shall be established to cover a period in excess of five (5) years.
- (c) **Legal Reserve and Compliance Assessments:** In addition to the assessments herein provided, the Board of Directors may levy an assessment for the purpose of establishing a legal reserve fund for legal fees and costs to enforce this Declaration. Nothing herein shall be interpreted to preclude the Board of Directors from utilizing other funds for compliance purposes.

4. Payment of Assessments: The assessments provided for herein shall be completed on a yearly basis, commencing on the 1st day of January of each year and terminating on the 31st day of December of the same year. The tax year for the association shall be January 1 to December 31. The assessments for any year shall become due and payable monthly, quarterly, annually and/or in advance, at the discretion of the Board of Directors of the Association. The Board shall fix the amount of the assessment against each residential structure and/or lot for each assessment period at least thirty (30) days in advance of the due date specified herein and shall at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be provided to every Owner upon demand.

5. Effect of Non-Payment of Assessment: If the assessments are not paid by midnight on the date when due, then such assessment shall become delinquent and shall, together with any interest thereon, become a continuing lien on the residential structure and/or lot which shall run with the land. If the assessment remains unpaid for thirty (30) days after such due date, the assessment shall bear interest from the original due date at 10% per annum or the maximum annual percentage rate permitted by law, whichever is lower. The Association may file a notice of lien against the non-paying Owner's Lot if the assessment is unpaid thirty (30) days after coming due, and a copy of such recorded notice shall be sent to the Owner. By accepting a deed to a Lot, each Owner agrees to and designates any officer or Director of the Association, or any manager retained or appointed by the Association, as agent with full irrevocable power and right to record a notice of lien in favor of the Association. A lien accruing hereunder shall be foreclosed in the same manner as provided by the laws of the State of Montana for foreclosure of construction liens as contained in Montana Title 71, chapter 3, part 5, as now exists or may be

hereinafter amended (inclusive of attorney fees and costs provisions); provided the limitation period of such lien shall be the period prescribed in state law for mortgages. Such lien shall be subject and subordinate to and shall not affect the right of a holder of any recorded first mortgage now or hereafter placed on the Lot in good faith and for value. The Association may also bring an action at law against the Owner owing such assessment for the payment thereof. The obligation of the then Owner to pay any assessment or interest shall not be affected by any conveyance or transfer of title to said lot. The prevailing party in such action shall be entitled to its attorney fees and costs.

ARTICLE VII GENERAL PROVISIONS

1. **Duration.** The covenants, conditions and restrictions of this Declaration shall run with the protected Property in perpetuity, unless amended as provided for herein, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or by the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, or assigns.

2. **Amendment.** The Declarant reserves the sole right to amend, modify, make additions to or deletions from this Declaration as Declarant alone deems appropriate, up until the sale or transfer of the 10th Lot (of 14) or until such earlier time as Declarant may voluntarily opt out of this provision in a writing provided to the Board. Otherwise, these covenants may be modified or amended by an instrument in writing filed with the Cascade County Clerk and Recorder Office signed by the Owners of at least two-thirds (2/3) of the Lots to which these covenants apply. Each lot constitutes one vote, regardless of the number of Owners of one lot and regardless of the number of parcels owned by one Owner. No covenants or sections that are required conditions imposed by Cascade County for approval of the subdivision may be changed or revoked without prior written consent of the governing body; this Declaration of Covenants may only be revoked or terminated by the mutual consent of all Owners and the governing body of Cascade County; and no amendment to these covenants may exclude or exempt particular Lot or Lots from the provisions of this Declaration without governing body consent.

3. **Enforcement, Receiving and Processing Complaints.**

The Declarant, the Association, or any Owner shall have the option and right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The method of enforcement may include legal action seeking an injunction to prohibit any violation, to recover damages, or both. Failure by the Association, any Owner, or by the Declarant, to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter. It shall remain within the sole discretion of the Directors of the Association what actions the Association may take upon any Owner complaint made to the Association regarding these covenants. Should any law suit or other legal proceeding be instituted against an Owner who is alleged to have violated one or more of the provisions of this Declaration, the prevailing

party in such proceeding shall be entitled to reimbursement for the costs of such proceeding, including reasonable attorney's fees.

4. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force.

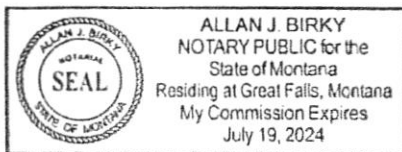
5. **Liability of Declarant.** The Declarant shall have no liability for any of its actions or failures to act, or for any actions or failures to act by the Association or any Owners of property within the Protected Property. The relationship between the Declarant and Property Owners shall be deemed to be that of independent contractors, and not that of principal and agent, partnership or joint venture. In addition, the Declarant shall have no liability or obligation under this Declaration to any person or entity except such liabilities and obligations as the Declarant has expressly assumed herein.

IN WITNESS WHEREOF, the undersigned has caused these Declaration of Protective Covenants, Conditions and Restrictions for The Peace Park Subdivision to be executed this 12th day of April, 2021.



Karl J. Birky

STATE OF MONTANA)
)ss
COUNTY OF CASCADE)

Acknowledged before me this 12 day of April, 2021, by Karl J. Birky.



(seal)


Printed Name Allan Birky
Notary Public for the state of Montana
Residing at: Great Falls, MT
My commission expires: 7/19/24

PROPOSED NOXIOUS WEED MANAGEMENT PLAN

In accordance with 7-22-2123 (4) MCA. A person is considered in compliance if he submits and the Board accepts a proposal to undertake specified control measures, and is in compliance for so long as he performs according to the terms of the proposal.

1. Noxious weeds requiring management with approximate size of infestations: Small amounts of leafy spurge, Canada thistle, toadflax, and knapweed scattered across property

2. Location: Township 20N Range 3E Section 34 GEO Code 02-3015-34-1-01-01-0000

Sub-division Peace Park Subdivision-14 lots Block _____ Lot _____

Attach map of plat, or sketch of the property with weed infestations shown

3. Number of years to implement management plan: ___ 1 year ___ X 3 years ___ 5 years

4. Specified control measures: Spray noxious weeds at least 2 weeks before ground will be disturbed.

X Chemical: Mark which chemical(s) will be used, or write chemical(s) here:

E = excellent G = good F = fair - = not tested / not recommended <i>*Results may be variable*</i>	2,4-D	Escort (metsulfuron methyl)	Tordon (picloram) <small>RESTRICTED USE PESTICIDE</small>	Perspective (aminocyclopyrachlor)	Milestone (aminopyralid)	Plateau (imazapic)	Telar (chlorsulfuron)	SpeedZone or E2 (2,4-D + dicamba)	Roundup (glyphosate)
Spotted Knapweed	G	-	E	G	E	-	-	G	F
Diffuse Knapweed	F	-	E	G	E	-	-	F	F
Russian Knapweed	-	F	E	G	E	G	F	F	-
Leafy Spurge	F	-	G	G	-	G	-	F	G
Dalmatian Toadflax*	-	F	G	G	-	G	G	-	-
Canada Thistle	F	F	E	E	E	-	G	F	G
Field Bindweed	F	F	G	G	-	G	-	F	F
Whitetop	F	E	-	G	-	G	E	F	F
Houndstongue	F	E	G	G	-	G	G	G	F
Hoary Alyssum	F	E	-	-	-	-	-	F	F
Oxeye Daisy	F	E	G	-	E	-	-	F	F

X Cultural/Physical: Explain. Some mowing ok, spraying preferred

___ Biological: As an integrated component of overall management. Explain. _____

5. Who will be doing the control work? Self X Commercial contractor _____

6. Dates control measures will be carried out each year: 2 weeks prior to ground disturbance, also as needed before weeds go to seed

7. Are there any environmentally sensitive areas? Yes If so describe: Some shrubs

If weeds are not managed as above, this further authorizes Cascade County Weed and Mosquito Management District to implement this plan.

Dated this 12 day of Sept 2018.

Weed District Accept: (yes) (no)

Weed District Signature: _____

I acknowledge and agree to the foregoing provisions:

Signature [Signature]

Name Karl J Birky

Mailing Address 1220 Central Ave W.

City Great Falls State MT. Zip 59405

Certificate of Completion of Public Improvements Agreement

CERTIFICATE OF COMPLETION

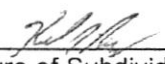
I, Karl Birky, the subdivider, and I, Ryan Buffington, a registered professional engineer licensed to practice in the State of Montana, hereby certify that the following public improvements, required as a condition of approval of the Peace Park Subdivision, have been installed in full conformance with the Cascade County Subdivision Regulations, adopted October 22, 2013.

TD&H Engineering verified the density of the surficial road gravel at various different locations along Arizona Road and Florida Road. Additionally, the cross-section profile was surveyed at multiple different locations. All testing on this date was up to the standards prescribed.

TD&H Engineering performed water depth measurements to verify the fire protection cisterns did not leak. The cistern was found to have no detectable leakage.

TD&H Engineering visited the site to verify the road gravel thickness and density at various locations along Arizona Road and Florida Road. Also, the street name signs, stop signs, and rip-rap below the new culverts were observed to be installed properly.

Our certification assumes that the results of the exploratory testing is representative of the conditions throughout the site, that is, that the conditions everywhere are not significantly different from those disclosed by our testing. It is impossible to ascertain the conformity of all areas of the site; however, we do certify that the site meets the prescribed standards set forth by Cascade County.



Signature of Subdivider

Date 4/12/21



Signature of Professional Engineer

Date 4/12/21

Registration No. 27039PE

TD&H Engineering
1800 River Drive North.
Great Falls, MT 59401
Address

(Engineers Seal)





February 19, 2021

Ryan Buffington PE
Thomas Dean & Hoskins Inc
1800 River Drive North
Great Falls MT 59401

RE: Peace Park Subdivision
Cascade County
E.Q. #20-1129

Dear Mr Fischer:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

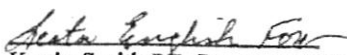
Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

In addition, your project may be subject to Federal regulations relating to Class V injection wells. Please contact the United States Environmental Protection Agency regarding specific rules that may apply.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you have any questions, please contact this office.

Sincerely,


Kevin Smith PE, Bureau Chief
Subdivision Review Section

KS/le

cc: County Sanitarian
County Planning Board (e-mail)
Owner

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 et seq.)

TO: County Clerk and Recorder
Cascade County
Great Falls, Montana

E.Q. #20-1129

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **PEACE PARK SUBDIVISION**

Tract 3 of Certificate of Survey S-0005119 located in the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 34 of Township 20 North, Range 3 East, P.M.M., Cascade County, Montana as found in the records of the Cascade County Clerk & Recorder, consisting of 29.383 acres,

consisting of 14 Lots have been reviewed by personnel of the Water Quality Division, and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the Plat is made with the understanding that the following conditions shall be met:

THAT the Lot sizes as indicated on the Plat to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT Lots 1-6, Block 1 and Lots 1-6, Block 2 shall each be used for one living unit, and,

THAT Lot 7 and Lot 8 of Block 2 shall each be used for two living units in one duplex style building owned by one person, and,

THAT individual water systems will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT the shared water system on Lot 7, Block 2 will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT the shared water system on Lot 8, Block 2 will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT data provided indicates an acceptable water source at a depth of approximately 75-250 feet, and,

THAT there are elevated arsenic levels present in the existing wells (0.023 mg/L), the water supply systems shall be modified by installing a North Star MSRO42C4-Reverse Osmosis System for arsenic reduction for whole house point-of-entry water treatment for all proposed living units, or by an equivalent system, and,

THAT Lots 1-6, Block 1 and Lots 1-6, Block 2 shall have individual sewage treatment systems which will consist of a septic tank, effluent filter, and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT Lot 7 and Lot 8, Block 2 shall have shared sewage treatment systems which will consist of a septic tank, effluent filter, dose tank/chamber, duplex effluent pump system and pressure-dosed subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, the most current standards of the Department of Environmental Quality and the most current Cascade County Regulations for Sewage Treatment Systems, and,

THAT Lots 1-2, Block 1 and Lot 1, Block 2 and Lot 7, Block 2 subsurface drainfield shall have an absorption area of sufficient size to provide for an application rate of 0.6 gpd/square foot and,

THAT Lots 3-6, Block 1 and Lots 3, 6 and 8, Block 2 subsurface drainfield shall have an absorption area of sufficient size to provide for an application rate of 0.5 gpd/square foot and,

THAT Lot 2, Block 2 subsurface drainfield shall have an absorption area of sufficient size to provide for an application rate of 0.4 gpd/square foot and,

THAT Lot 4, Block 2 and Lot 5, Block 2 subsurface drainfield shall have an absorption area of sufficient size to provide for an application rate of 0.3 gpd/square foot and,

THAT the bottom of the drainfield shall be at least four feet above the water table, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum highwater level of a 100-year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT the stormwater design requires the installation of a minimum of 10,000 square feet (0.23 acre) of lawn and landscaped area around the structure on each lot to absorb a portion the additional run-off from the living unit, and,

THAT the stormwater design requires a retention pond or swales with a minimum volume of 485 cubic feet be constructed and located on each lot in accordance with the approved plans, and,

THAT the stormwater conveyance and retention structures shall be constructed in accordance with the plans submitted by Ryan C. Buffington, PE #27039, of Great Falls, dated 05/15/2020, and approved under EQ#20-1347, and,

THAT the operation and maintenance of water supply, sewage treatment system, and stormwater facilities shall be the responsibility of each lot owner, and,

THAT water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT the developer and/or owner of record shall provide each purchaser of property with a copy of the Plat, approved location of water supply, sewage treatment system and storm drainage structures as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

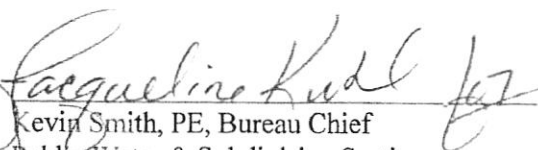
Pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and local board of health under section 50-2-116(1)(i), before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the Plat filed in your office as required by law.

DATED this 18th day of February, 2021.

Chris Dorrington
DIRECTOR

By:


Kevin Smith, PE, Bureau Chief
Public Water & Subdivision Section
Engineering Bureau
Water Quality Division
Department of Environmental Quality

Owner's Name: Karl Birky/KIB Homes



Montana Department
of Environmental Quality

February 19, 2021

Ryan Buffington PE
Thomas Dean & Hoskins Inc
1800 River Drive North
Great Falls MT 59401

RE: Peace Park Subdivision
Cascade County
E.Q. #20-1129

Dear Mr Fischer:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

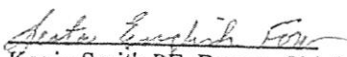
Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

In addition, your project may be subject to Federal regulations relating to Class V injection wells. Please contact the United States Environmental Protection Agency regarding specific rules that may apply.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you have any questions, please contact this office.

Sincerely,


Kevin Smith PE, Bureau Chief
Subdivision Review Section

KS/le

cc: County Sanitarian
County Planning Board (e-mail)
Owner

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 et seq.)

TO: County Clerk and Recorder
Cascade County
Great Falls, Montana

E.Q. #20-1129

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **PEACE PARK SUBDIVISION**

Tract 3 of Certificate of Survey S-0005119 located in the North ½ of the Northwest ¼ of Section 34 of Township 20 North, Range 3 East, P.M.M., Cascade County, Montana as found in the records of the Cascade County Clerk & Recorder, consisting of 29.383 acres,

consisting of 14 Lots have been reviewed by personnel of the Water Quality Division, and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the Plat is made with the understanding that the following conditions shall be met:

THAT the Lot sizes as indicated on the Plat to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT Lots 1-6, Block 1 and Lots 1-6, Block 2 shall each be used for one living unit, and,

THAT Lot 7 and Lot 8 of Block 2 shall each be used for two living units in one duplex style building owned by one person, and,

THAT individual water systems will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT the shared water system on Lot 7, Block 2 will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT the shared water system on Lot 8, Block 2 will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT data provided indicates an acceptable water source at a depth of approximately 75-250 feet, and,

THAT there are elevated arsenic levels present in the existing wells (0.023 mg/L), the water supply systems shall be modified by installing a North Star MSRO42C4-Reverse Osmosis System for arsenic reduction for whole house point-of-entry water treatment for all proposed living units, or by an equivalent system, and,

THAT Lots 1-6, Block 1 and Lots 1-6, Block 2 shall have individual sewage treatment systems which will consist of a septic tank, effluent filter, and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT Lot 7 and Lot 8, Block 2 shall have shared sewage treatment systems which will consist of a septic tank, effluent filter, dose tank/chamber, duplex effluent pump system and pressure-dosed subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, the most current standards of the Department of Environmental Quality and the most current Cascade County Regulations for Sewage Treatment Systems, and,

THAT Lots 1-2, Block 1 and Lot 1, Block 2 and Lot 7, Block 2 subsurface drainfield shall have an absorption area of sufficient size to provide for an application rate of 0.6 gpd/square foot and,

THAT Lots 3-6, Block 1 and Lots 3, 6 and 8, Block 2 subsurface drainfield shall have an absorption area of sufficient size to provide for an application rate of 0.5 gpd/square foot and,

THAT Lot 2, Block 2 subsurface drainfield shall have an absorption area of sufficient size to provide for an application rate of 0.4 gpd/square foot and,

THAT Lot 4, Block 2 and Lot 5, Block 2 subsurface drainfield shall have an absorption area of sufficient size to provide for an application rate of 0.3 gpd/square foot and,

THAT the bottom of the drainfield shall be at least four feet above the water table, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum highwater level of a 100-year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT the stormwater design requires the installation of a minimum of 10,000 square feet (0.23 acre) of lawn and landscaped area around the structure on each lot to absorb a portion the additional run-off from the living unit, and,

THAT the stormwater design requires a retention pond or swales with a minimum volume of 485 cubic feet be constructed and located on each lot in accordance with the approved plans, and,

THAT the stormwater conveyance and retention structures shall be constructed in accordance with the plans submitted by Ryan C. Buffington, PE #27039, of Great Falls, dated 05/15/2020, and approved under EQ#20-1347, and,

THAT the operation and maintenance of water supply, sewage treatment system, and stormwater facilities shall be the responsibility of each lot owner, and,

THAT water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT the developer and/or owner of record shall provide each purchaser of property with a copy of the Plat, approved location of water supply, sewage treatment system and storm drainage structures as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

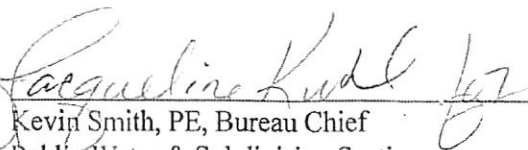
Pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and local board of health under section 50-2-116(1)(i), before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the Plat filed in your office as required by law.

DATED this 18th day of February, 2021.

Chris Dorrington
DIRECTOR

By:


Kevin Smith, PE, Bureau Chief
Public Water & Subdivision Section
Engineering Bureau
Water Quality Division
Department of Environmental Quality

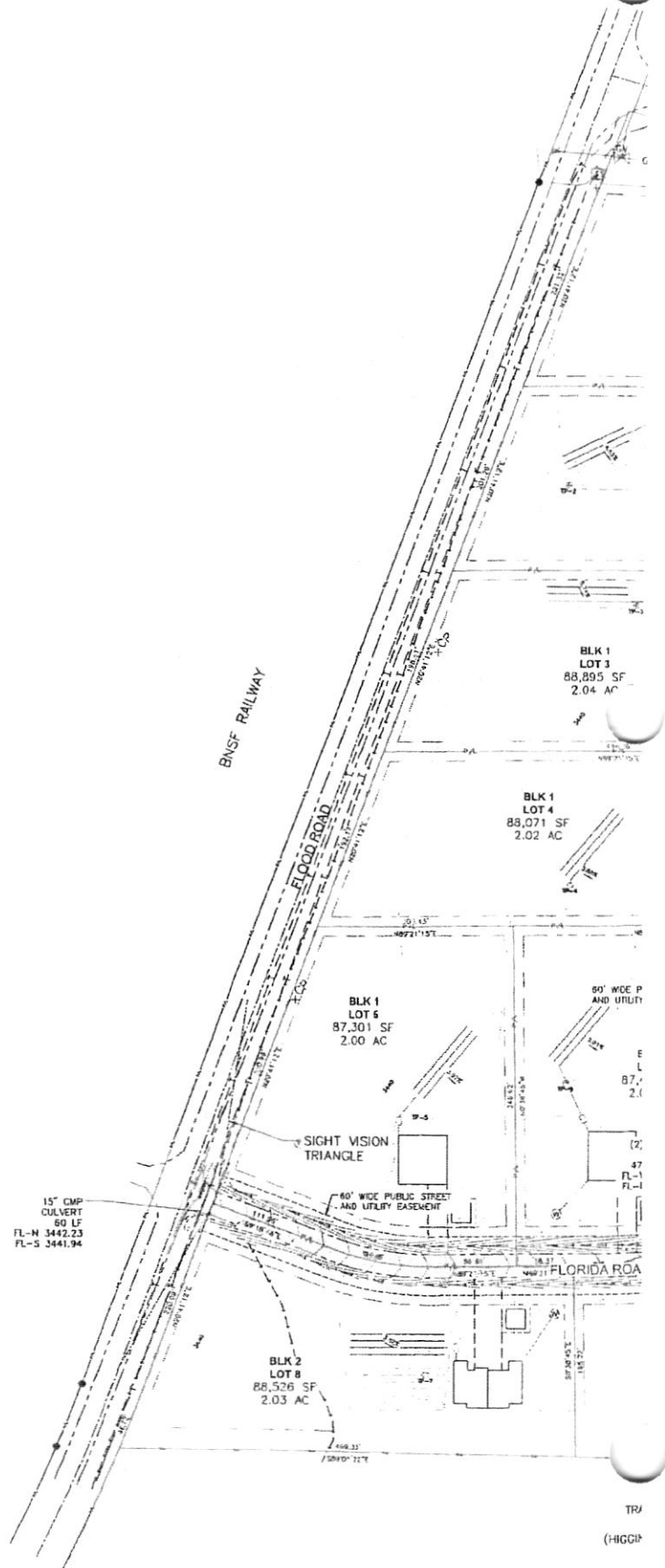
Owner's Name: Karl Birky/KIB Homes

EQ#20-1129

APPROVED

Montana Department of
Environmental Quality
Permitting and Compliance Division

Jacqueline Kuhl 02/18/2021
REVIEWER Date
pg 4 of 4



TION DRAWINGS FOR K SUBDIVISION UNTY, MONTANA 3E, SECTION 34 Y 15, 2020

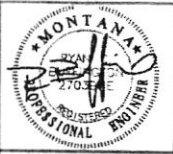


ON SITE LOCATION MAP

RECEIVED

JAN 29 2021

MT DEQ PUBLIC WATER
& SUBDIVISIONS



REV	DATE	REVISION



DRAWN BY: RCB
 DESIGNED BY: RCB
 QUALITY CHECK: RCB
 DATE: 5/15/2020
 JOB NO. 18-173
 FIELDBOOK

PEACE PARK SUBDIVISION
 CASCADE COUNTY, MONTANA (T20N, R3E, SEC. 34)

COVER SHEET



February 18, 2021

Ryan C. Buffington, PE
TD&H Engineering
1800 River Drive North
Great Falls, MT 59401

RE: Peace Park Subdivision Stormwater; EQ#20-1347

Dear Mr. Buffington:

The design reports, construction plans, specifications and supporting information for the Peace Park project were received on March 25, 2020 and April 27, 2020. The design documents were submitted under the seal of **Ryan C. Buffington, PE#27039**. Additional information requested by the Department was received on January 29, 2021. The complete submittal was reviewed in accordance with the Department of Environmental Quality design standards in Circular DEQ-8, 2017 edition.

The project consists of the installation of a retention pond or swale with a minimum volume of 485 cubic feet be installed on each lot in accordance with the approved plans. The stormwater design requires the installation of a minimum of 10,000 square feet (0.23 acre) of lawn and landscaped area around the structure on each lot to absorb a portion of the additional runoff from the living units.

Plans and specifications for the Peace Park Subdivision Stormwater project are hereby approved. One copy of the plans and specifications bearing the approval stamp of the Department of Environmental Quality is enclosed. A second set will be retained for Department record. The third set will be provided to the Cascade County Health Department.

Approval is given with the understanding that any deviation from the approved plans and specifications will be submitted to the Department for review and approval. The project may not be placed into service until the project engineer or designer certifies by letter to the Department that the activated portion of the project was constructed in substantial accordance with the plans and specifications approved by the Department and there are no deviations from the design standards other than those previously approved by the department. Within 90 days after the completion of construction, a complete set of certified "as-built" drawings must be signed and submitted to the Department.

It is further understood that construction of this project must be completed within three years

RE: Peace Park Subdivision Stormwater
E.Q. #20-1347
February 18, 2021
Page 2

of this approval date. If more than three years elapse before completing construction, plans and specifications must be resubmitted and approved before construction begins.

Department approval of this project covers only those portions of the plans and specifications that are subject to the Department's review authority under the Public Water Supply Laws (MCA 75-6) and the Administrative Rules promulgated thereunder (ARM 17.38). This approval does not cover items found within the plans and specifications that are outside of the Department's review authority, including but not limited to, electrical work, architecture, site grading or water and sewer service connections.

Thank you for your efforts regarding this submittal. If you have any further questions or concerns, please feel free to contact me at (406) 444-2626 or Jackie.Kuhl@mt.gov.

Sincerely,



Jacqueline Kuhl, PE
DEQ Engineering Bureau

Enclosures: One set of approved plans and specifications

cc: Cascade County Health Department
File: EQ#20-1129



**Gore Hill Fire Rescue
 Volunteer Fire Company**
 4401 62nd Ave SW, Great Falls, MT 59403



27 March 2021

TO: Ms. Amber Hobbs, Cascade County Plans
 Mr. Ryan Buffington, TD&H Engineering

FROM: Office of Chief, Gore Hill Fire Rescue

SUBJECT: Peace Park Subdivision

1. OVERVIEW

This memorandum discusses evaluation and testing of Peace Park Fire Cistern conducted from Thursday, 21 January 2021 through Tuesday 23 March 2021 by members of Gore Hill Fire Rescue, supervised Chief John Schmiedeke. References for this study include NFPA 22, *Standard for Water Tanks for Private Fire Protection*, NFPA 24, *Standard for Installation of Private Fire Service Mains and Their Appurtenances*, NFPA 25, *Standard for Inspection, Testing and Maintenance of Water-Based Fire Protection Systems*, and Cascade County Subdivision Regulations (July 2018).

2. DESCRIPTION:

The Peace Park Cistern is located at N 47° 26' 49", W 111° 20' 55" with two-way access via Flood and Dick Roads. Built to support fire suppression efforts for Peace Park housing development, the cistern holds approximately 17,000 gallons of water. The cistern is buried and capped with a reinforced concrete lid accessed through a standard manhole. Fire department access plumbed to support 2.5" and 6" PVC exterior fire department connections.

3. FINDINGS

a. Construction:

IAW NFPA 22/24 plans were provided to Cascade County and deemed consistent with county building requirements (NFPA 22, Ch. 4, 14, 15 and NFPA 24, Ch. 4.). The cistern meets volume requirements for planned construction per Cascade County Subdivision Regulations (cascadecountymt.gov). Exterior fittings, pipe connections, and frost protection comply with NFPA 22 and 24. Soil analysis and backfill operation not observed and cannot be verified (NFPA 22, Ch. 12). Access to the fill apron consists of packed road base capable of supporting firefighting apparatus.

b. Performance Testing:

Water levels were monitored from 21 January through 25 January with no appreciable water loss and compliant with measurement testing as specified in NFPA 22, Ch 17. Draft testing conducted after fitting installation on 16 March. Engine 601 successfully achieved and sustained a draft from the cistern without modification or improvisation.

4. RECOMMENDATIONS

a. Recommend installation of alarmed water level meter.



**Gore Hill Fire Rescue
 Volunteer Fire Company**

4401 62nd Ave SW, Great Falls, MT 59403



b. Perform annual test IAW NFPA 25 with internal and surrounding area inspections every five years.

5. CONCLUSION

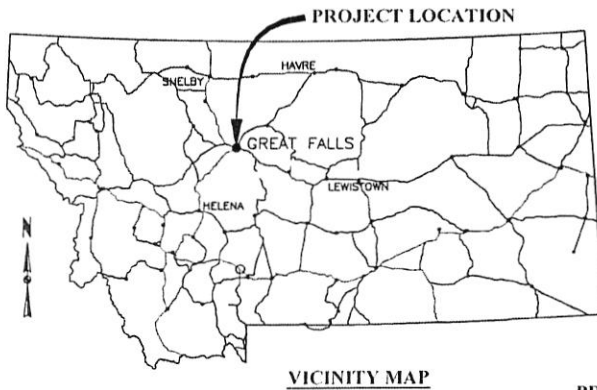
As constructed, the Peace Park cistern meets volume requirements specified by Cascade County. Water loss meets NFPA requirements. Plumbing, fittings, tank design meet NFPA requirements. Fire department testing and drafting exceed minimum standards. Construction and installation were not observed or verified as compliant.

Approve/Disapprove

A handwritten signature in cursive script, likely belonging to John Schmiedeke.

JOHN SCHMIEDEKE, Chief.
Gore Hill Fire Rescue
406.868.2131
chief6@gorehillfire.com

**CONSTRUCTION DRAWINGS
FOR
PEACE PARK SUBDIVISION
CASCADE COUNTY, MONTANA
T20N, R3E, SECTION 34
MAY 15, 2020**



DATE: _____
BY: _____



DRAWN BY: RCB
DESIGNED BY: RCB
QUALITY CHECK: _____
DATE: 5/15/2020
CVR NO: 18-115
FIELDBOOK: _____

PEACE PARK SUBDIVISION
CASCADE COUNTY, MONTANA (T20N, R3E, SEC.34)

COVER SHEET

SURVEY DATA

PORT	NORTH-ING	EASTING	ELEVATION	DESCRIPTION
CP-1	1172871.57	1514350.50	3458.52	3/8" REBAR WITH "TUM CONTROL," R/C
CP-2	1172747.23	1515069.81	3460.87	5/8" REBAR WITH "TUM CONTROL," R/C
CP-3	1172940.41	1514044.09	3445.63	3/8" REBAR WITH "TUM CONTROL," R/C
CP-4	1172877.30	1514181.82	3445.48	3/8" REBAR WITH AC

HORIZONTAL COORDINATES ARE GROUND, INTERNATIONAL FEET, AND WERE PROJECTED FROM THE NAD 83 MONUMENT. TO CONVERT TO NORTH AMERICAN DATUM 83 PLANE COORDINATES, NORTH ZONE, MULTIPLY THE COMBINED SCALE FACTOR OF 0.999834, ABOUT AN ORIGIN ON (0,0). VERTICAL DATUM IS NAVD83, U.S. SURVEY FEET, AND WAS PROJECTED

NO.	AND	U	MAX	MIN	MINIMUM	NUMBER	POLYMER CHARGE	ON CENTER	WASTEWATER	TREATMENT SYSTEM	TYPICAL	W/F
1	AT						PVC	O.C.	SWTS			
2	CENTER LINE						CONCRETE					
3	CLEANOUT						COMBUSTIBLE					
4	CO						MULT. PVC					
5	COMP											
6	DN#											
7	DIAMETER											
8	ELEVATION											
9	EXIST											
10	EXIST											
11	EXIST											
12	EXIST											
13	EXIST											
14	EXIST											
15	EXIST											
16	EXIST											
17	EXIST											
18	EXIST											
19	EXIST											
20	EXIST											
21	EXIST											
22	EXIST											
23	EXIST											
24	EXIST											
25	EXIST											
26	EXIST											
27	EXIST											
28	EXIST											
29	EXIST											
30	EXIST											
31	EXIST											
32	EXIST											
33	EXIST											
34	EXIST											
35	EXIST											
36	EXIST											
37	EXIST											
38	EXIST											
39	EXIST											
40	EXIST											
41	EXIST											
42	EXIST											
43	EXIST											
44	EXIST											
45	EXIST											
46	EXIST											
47	EXIST											
48	EXIST											
49	EXIST											
50	EXIST											
51	EXIST											
52	EXIST		</									

PROPOSED DRAINFIELD, REPLACEMENT
AREA, AND MIXING ZONE[illegible]

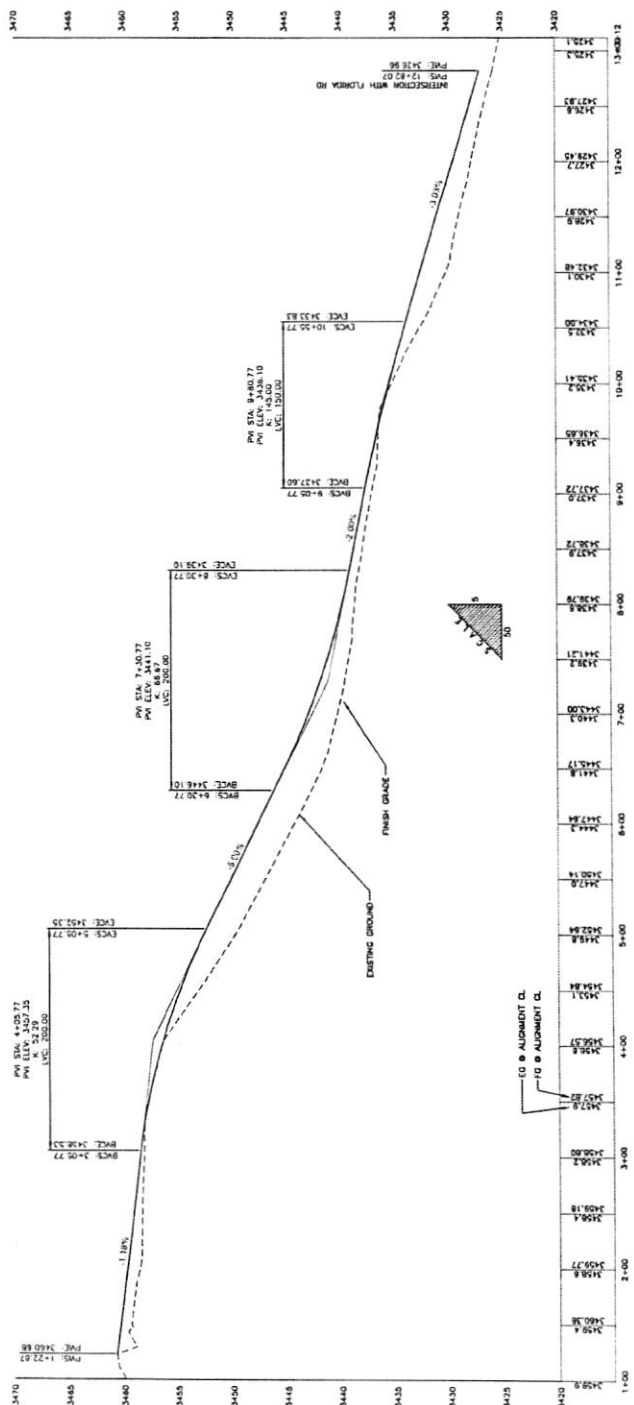
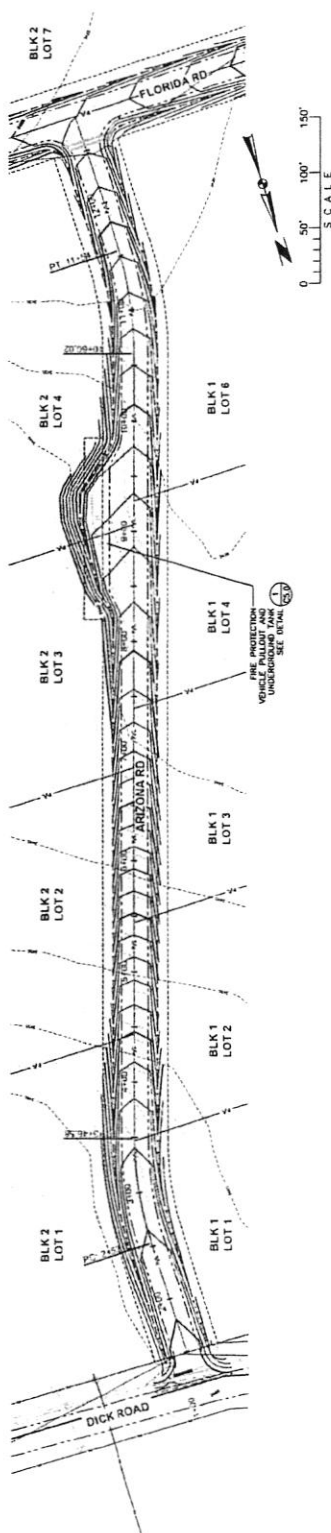


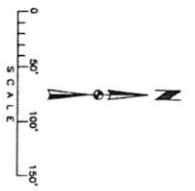
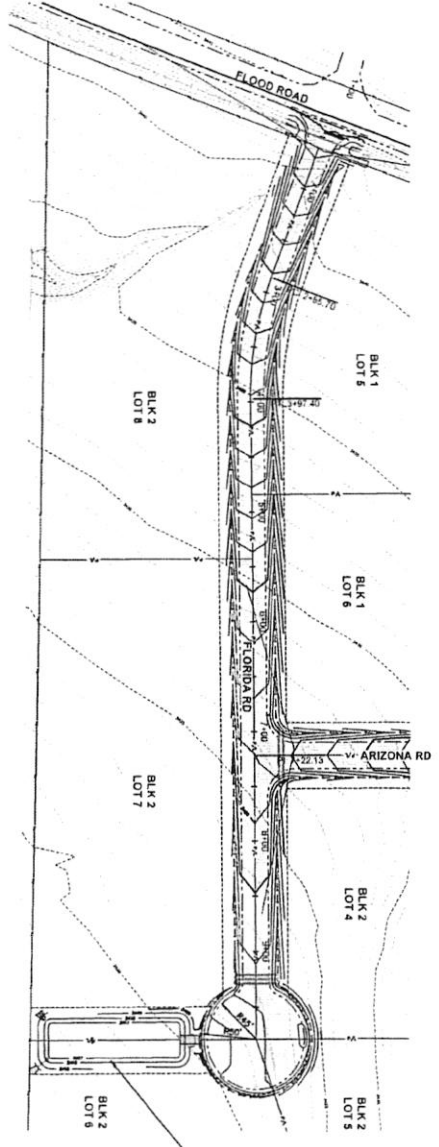
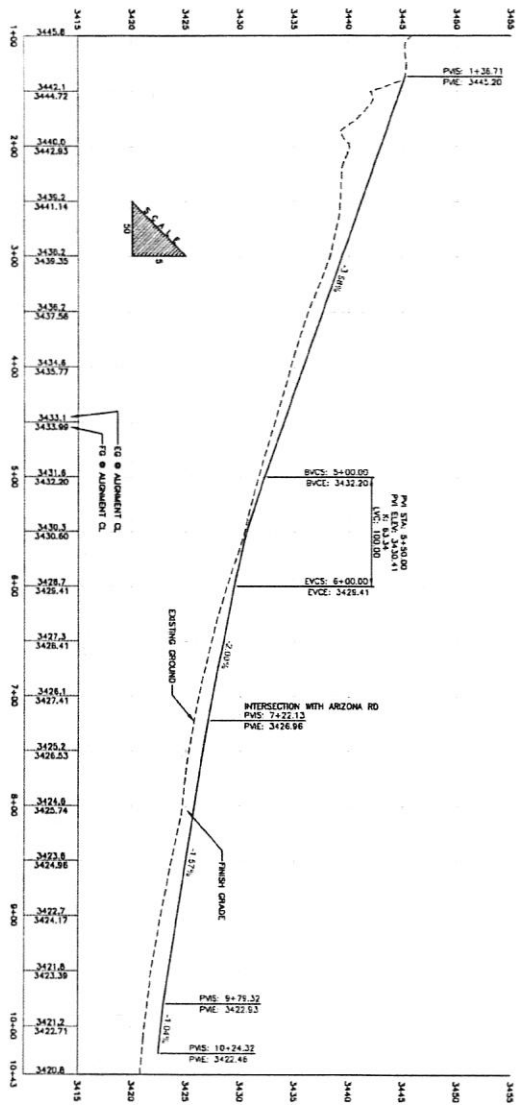
REV. 04-12
DATE 04-12-12
BY J. H. HARRIS
CHECKED BY J. H. HARRIS
DESIGNED BY J. H. HARRIS
PROJECT NO. 14471
SHEET C3.0

TD&H
Engineering, Inc.
www.tdandh.com

DESIGNED BY
CHECKED BY
DATE
PROJECT NO.
SHEET NO.

PEACE PARK SUBDIVISION
CASCADE COUNTY, MOUNTAINA (T20N, R3E, SEC.34)
FLOWER ROAD PLAN AND PROFILE





SHEET C3.1	PEACE PARK SUBDIVISION CASCADE COUNTY, MONTANA (T20N, R3E, SEC.34)		TD&H Engineering tdhengineering.com	REV. DATE REVISION	
	MOON ROAD PLAN AND PROFILE				



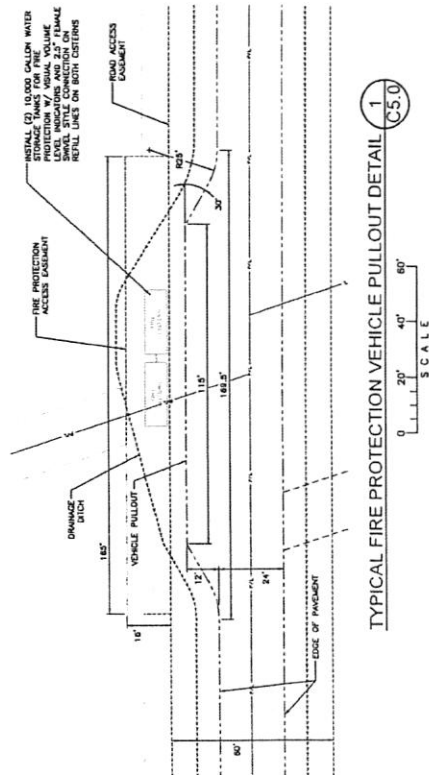
REV. DATE

TD&H Engineering, Inc.
10000 Highway 100
Suite 100
P.O. Box 100
Tomball, TX 77375
(281) 366-1000
www.tdandh.com

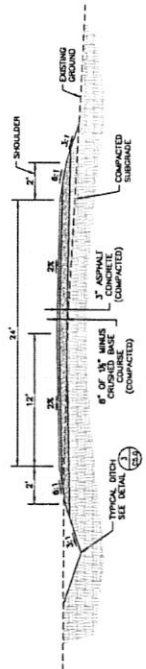
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: 10/1/00

PEACE PARK SUBDIVISION
CASCADE COUNTY, MOUNTAINA (T20N, R3E, SEC.34)

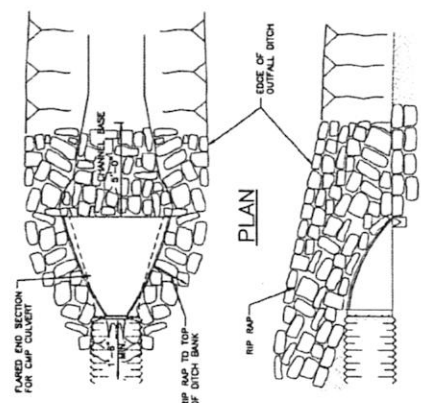
SHEET C5.0



TYPICAL FIRE PROTECTION VEHICLE PULLOUT DETAIL 1
NO SCALE

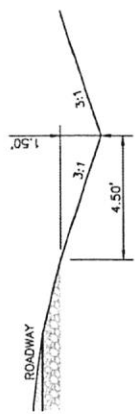


TYPICAL ROAD SECTION 2
NO SCALE

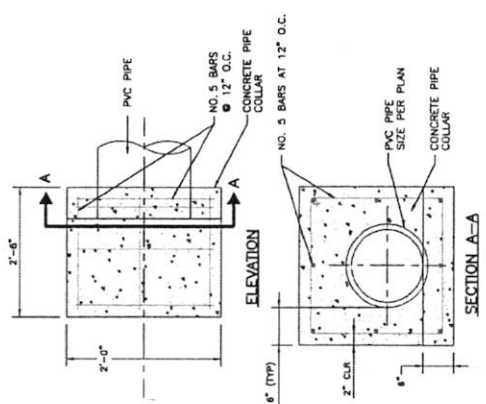


NOTE:
INSTALL RIPRAP APRONS BELOW ALL STORM DRAIN CULVERT
OUTLETS. RIPRAP SHOULD BE 3\"/>

CULVERT RIP-RAP APRON DETAIL 4
NO SCALE



TYPICAL DITCH SECTION 3
NO SCALE



CONTROL STRUCTURE DETAIL 5
NO SCALE



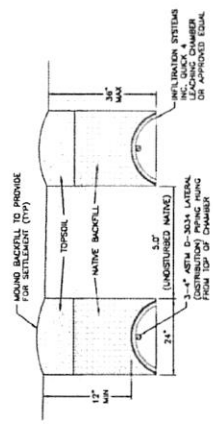
TD&H
Engineering, Inc.
1000 S. 10th St.
Tucson, AZ 85704
Phone: (520) 298-1111
Fax: (520) 298-1112
Email: info@tdhaz.com

PEACE PARK SUBDIVISION
CASCADE COUNTY, MOUNTAIN (T20N, R3E, SEC.34)
SEPTIC SYSTEM DETAILS

SHEET C5.1

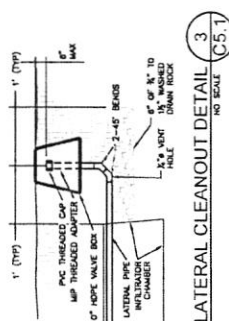
LOT #	BLK	LOT	DRAINFIELD TYPE	APPLICATION RATE (GPD)	CHAMBER AREA (SQ FT)	NUMBER OF LATERALS	LATERAL LENGTH (FT)	SEPTIC TANK VOLUME	SEPTIC TANK LENGTH (FT)
1	1.1	1.1	Standard	2.0	275.0	2	83	1500	N/A
2	1.2	1.2	Standard	2.0	275.0	2	83	1500	N/A
3	1.3	1.3	Standard	2.0	275.0	2	83	1500	N/A
4	1.4	1.4	Standard	2.0	275.0	2	83	1500	N/A
5	1.5	1.5	Standard	2.0	275.0	2	83	1500	N/A
6	1.6	1.6	Standard	2.0	275.0	2	83	1500	N/A
7	1.7	1.7	Standard	2.0	275.0	2	83	1500	N/A
8	1.8	1.8	Standard	2.0	275.0	2	83	1500	N/A
9	1.9	1.9	Standard	2.0	275.0	2	83	1500	N/A
10	2.0	2.0	Standard	2.0	275.0	2	83	1500	N/A
11	2.1	2.1	Standard	2.0	275.0	2	83	1500	N/A
12	2.2	2.2	Standard	2.0	275.0	2	83	1500	N/A
13	2.3	2.3	Standard	2.0	275.0	2	83	1500	N/A
14	2.4	2.4	Standard	2.0	275.0	2	83	1500	N/A

DRAINFIELD, SEPTIC TANK, & DOSING TANK SUMMARY TABLE

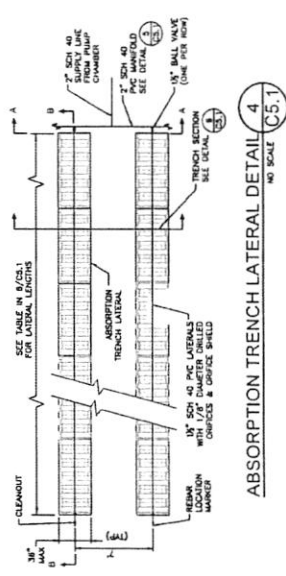


- INFILTRATION CHAMBER INSTALLATION NOTES
1. EXCAVATE LEVEL GRAVELLED ABSORPTION TRENCHES FOR CHAMBER INSTALLATION.
 2. SCARPED SURFACE TO REMOVE ANY SAGGING CAUSED DURING EXCAVATION.
 3. INSTALL LEADING CHAMBERS IN ADJACENT ROWS TO COVER DESIRED AREA, LEADING CHAMBERS TO BE INFILTRATION SYSTEMS AND BACKFILL A LEADING CHAMBER OR APPROVED EQUAL.
 4. INSTALL UNIVERSAL DOD CAP AND SECURE IN-PLACE WITH BACKFILL AND/OR 1\"/>
 5. FILL PERIMETER AND INTERIOR SPIDAL AREAS TO TOP OF CHAMBERS AND WALK INTO PLACE.

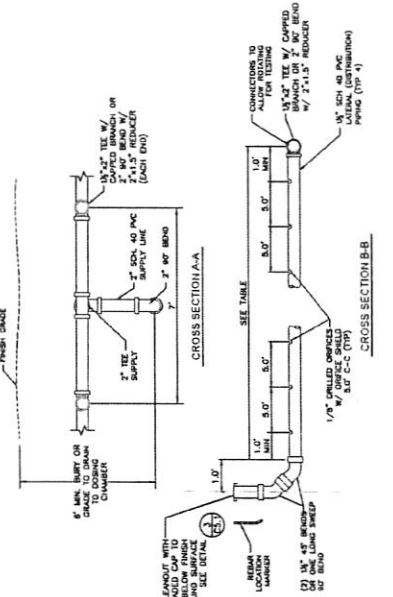
STANDARD ABSORPTION TRENCH DETAIL 6
NO SCALE C5.1



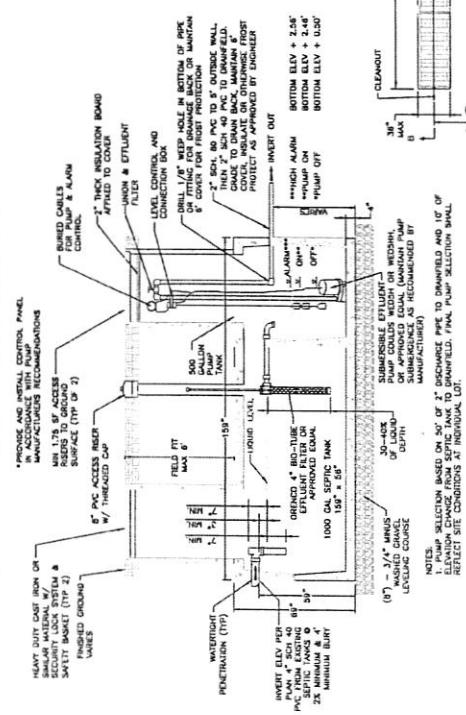
LATERAL CLEANOUT DETAIL 3
NO SCALE C5.1



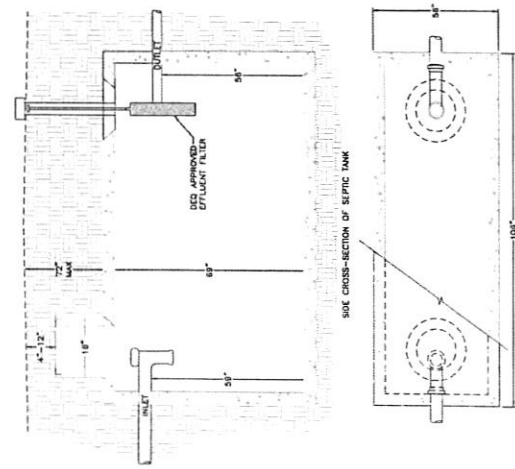
ABSORPTION TRENCH LATERAL DETAIL 4
NO SCALE C5.1



MANIFOLD-LATERAL DETAIL 5
NO SCALE C5.1



1,500 GALLON COMBO SEPTIC/DOSING TANK 1
NO SCALE C5.1



1,000 GALLON SEPTIC TANK 2
NO SCALE C5.1



MONTANA SECRETARY OF STATE

March 30, 2021

Allan Birky
allan@squarebaccounting.com

CERTIFICATION LETTER

I, CHRISTI JACOBSEN, Secretary of State for the State of Montana, do hereby certify that

The Peace Park Owners Association, Inc

filed its Articles of Incorporation for Domestic Nonprofit Corporation with this office and has fulfilled the applicable requirements set forth in law. By virtue of the authority vested in this office, I hereby issue this certificate evidencing the filing is effective on the date shown below.

Certified File Number: D1207929 - 14830600

Effective Date: March 30, 2021

You must maintain a Registered Agent for your company. Failure to do so will subject the business to administrative dissolution/revocation. Your company's annual report is due by April 15th of the next year and each consecutive year thereafter.

Thank you for being a valued member of the Montana business community. I wish you continued success in your endeavors.

A handwritten signature in cursive script that reads "Christi Jacobsen".

Christi Jacobsen
Montana Secretary of State



14830600



STATE OF MONTANA
SECRETARY OF STATE
ARTICLES OF INCORPORATION FOR DOMESTIC
NONPROFIT CORPORATION

For Office Use Only
STATE OF MONTANA
-FILED-
SECRETARY OF STATE
File Number 14830600
Date Filed: 3/30/2021 11:53:44 AM

FILING FEE: \$20.00

B0230-8919 03/30/2021 11:55 AM Received by MT Secretary of State Christi Jacobsen

Filing Fees & Processing Options		
Fees and Processing Options	24 Hour Processing - \$40.00 - Processed within 1 business day	
Filing Effective Date		
The corporation will be effective:	when filed with the Secretary of State	
Corporate Type		
Type Of Corporation	Mutual Benefit Corporation with members	
Corporate Name		
Entity name	The Peace Park Owners Association, Inc	
Term		
Term Expiration	Perpetual / Ongoing	
Business Purpose		
Purpose	Home owners association	
Business Mailing Address of Principal Office		
<input type="checkbox"/> Add Postal Address		
Business Physical Address of Principal Office		
<input type="checkbox"/> Add Physical Address		
IRS 501(c)(3) Status		
This Nonprofit Corporation	a) Is not applying through the IRS for 501(c)(3) status and upon dissolution, the assets shall be distributed in the following manner:	
Manner of Asset Distribution on Dissolution	all assets will be donated to the Great Falls Rescue Mission in Great Falls, MT	
Registered Agent In Montana		
Registered Agent Search	KARL BIRKY Non-Commercial Registered Agent Agent Number RA00113906 Email Address Website Physical Address 1220 CENTRAL AVE W GREAT FALLS, MT 59404 Mailing Address 1220 CENTRAL AVE W GREAT FALLS, MT 59404	
<input checked="" type="checkbox"/> The appointment of the registered agent listed above is an affirmation by the represented entity that the agent has consented to serve as a registered agent.		
Incorporators		
Name Of Individual Or Business Entity	Business Mailing Address	Email Address



Karl Birky	1220 CENTRAL AVE W GREAT FALLS, MT 59404-5940	
Directors		
Full Name	Business Mailing Address	Position
None Entered		
Officers		
Full Name	Business Mailing Address	Position
None Entered		
Declarations		
<input checked="" type="checkbox"/> I understand that the information I enter into the online system is public information and will appear online and on copy requests exactly as I key it into the system.		
<input checked="" type="checkbox"/> I have been authorized by the business entity to file this document online.		
<input checked="" type="checkbox"/> I, HEREBY SWEAR AND/OR AFFIRM, under penalty of law, including criminal prosecution, that the facts contained in this document are true. I certify that I am signing this document as the person(s) whose signature is required, or as an agent of the person(s) whose signature is required, who has authorized me to place his/her signature on this document.		
Signature		
<i>Self</i>	<i>Karl Birky</i>	<i>03/30/2021</i>
Signer's Capacity	Karl Birky	Date
Daytime Contact		
Phone Number	(406) 213-5171	
Email	allan@squarebaccounting.com	

April 27, 2021

Agenda # 3

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	Resolution 21-23: Conduct a Public Hearing for action on a petition to discontinue one (1) street
INITIATED BY	Amos Birky
PRESENTED BY	Sandor Hopkins; Planning Department
ACTION REQUESTED	Approval of Resolution 21-23

BACKGROUND:

Amos Birky has petitioned the Cascade County Commission to discontinue one (1) street within the platted subdivision of Largent and Strong East Addition to Sun River, located in Section 34, Township 21N, Range 01W, P.M.M., Cascade County, MT, known as Strong Street approximately 600 feet long and 60 feet wide. Largent and Strong East Addition to Sun River was platted in 1884. On Tuesday, March 30, 2021, at 9:00 AM, Commissioner Ryan and Planning Staff visited the street proposed to be discontinued. On Thursday April 1, 2021, at 9:00 AM, Commissioner Larson and Planning Staff visited the street proposed to be discontinued. On Friday April 9, 2021, at 9:30 AM, Commissioner Briggs and Planning Staff visited the street proposed to be discontinued.

Staff recommends the discontinuance of the one (1) street within the platted subdivision of Largent and Strong East Addition to Sun River, located in Section 34, Township 21N, Range 01W P.M.M Cascade County, MT. The current condition of the street is undeveloped.

As required by MCA §§ 7-14-2601 through 7-14-2622, a petition signed by the adjacent property owners has been received and certified by the Cascade County Clerk and Recorder on March 25, 2021 (attached). The discontinuance of the one (1) street will not inhibit access to any property, the provision of emergency services to any property, and does not provide access to state lands. The Public Works Road & Bridge Division Superintendent has no concerns with the proposed discontinuation. There are no utilities that will be impacted by the proposed discontinuations.

Legal notice of the Public Hearing was published in the Great Falls Tribune on April 18, 2021 and April 25, 2021. Legal notice was sent to adjacent property owners on April 14, 2021.

RECOMMENDATION: The Cascade County Planning Department, after reviewing the Petition to Discontinue the street platted as Strong Street approximately 600 feet long and 60 feet wide, recommend that the Commissioners **APPROVE** Resolution 21-23.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commissioners **DISAPPROVE** Resolution 21-23, discontinuing the street platted as Strong Street approximately 600 feet long and 60 feet wide, a platted right-of-way within the subdivision known as the Largent and Strong East Addition to Sun River, located in Section 34, Township 21N, Range 01W, P.M.M., Cascade County, MT, as described in the Staff Report, and as identified by the map incorporated herein.

MOTION TO APPROVE:

Mr. Chair, I move that the Commissioners **APPROVE** Resolution 21-23, discontinuing the street platted as Strong Street approximately 500 feet long and 60 feet wide, a platted right-of-way within the subdivision known as the Largent and Strong East Addition to Sun River, located in Section 34, Township 21N, Range 01W, P.M.M., Cascade County, MT, as described in the Staff Report, and as identified by the map incorporated herein, subject to the following conditions:

1. The discontinued road reverts to the ownership of the adjacent property owners, with the concurrence of said property owners.
2. The petitioner causes to be filed a survey delineating the boundaries of the affected property within six (6) months of the date of the resolution to discontinue said portion of road.

ATTACHMENTS:

- **Resolution #21-23**
- **Map of street to be discontinued**
- **Highlighted Plat of Largent and Strong East Addition to Sun River**
- **Petition**
- **Clerk and Recorder's Certification**
- **Interested Agency Comments**
- **Notice of Public Hearing**

IN THE MATTER TO DISCONTINUE ONE (1) STREET WITHIN THE SUBDIVISION OF LARGENT AND STRONG EAST ADDITION TO SUN RIVER, LOCATED IN SECTION 34, TOWNSHIP 21 NORTH, RANGE 01 WEST, P.M.M CASCADE COUNTY, MT. KNOWN AS STRONG STREET APPROXIMATELY 600 FEET LONG AND 60 FEET WIDE.

WHEREAS, pursuant to Montana Code Annotated ("MCA") § 7-14-2616(1), the Board of Cascade County Commissioners may discontinue a street or alley or any part of a street or alley in an unincorporated town or town site upon the petition in writing of all owners of lots on the street or alley if it can be done without detriment to the public interest; and

WHEREAS, pursuant to MCA §§ 7-14-2601 through 7-14-2622, a legal petition has been signed and submitted by all owners of lots adjacent to proposed discontinuation; and

WHEREAS, said streets and alleys do not provide exclusive access to state or private lands; and

WHEREAS, the discontinuation of said streets and alleys shall not affect the right of any public utility to continue to maintain its plant and equipment; and

WHEREAS, upon receipt of said petition, the County did cause to be published a legal notice of a Public Hearing in the Great Falls Tribune pursuant to the statutory requirements of MCA § 7-1-2121; and

WHEREAS, the site has been inspected by at least one (1) County Commissioner prior to final action by the County Commission; and

WHEREAS, the Board of Cascade County Commissioners held a public hearing on April 27, 2021; and

WHEREAS, there were no protests to the proposed discontinuation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Cascade County Commissioners to discontinue one (1) street within the subdivision of Largent and Strong East Addition to Sun River, located in Section 34, Township 21 North, Range 01 West, P.M.M., Cascade County, MT, known as Strong Street approximately 600 feet long and 60 feet wide.

Passed and adopted at the Commission Hearing held on this 27th day of April, 2021.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Attest:

Joe Briggs, Chair

Rina Ft Moore, Clerk and Recorder

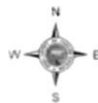
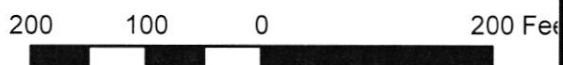
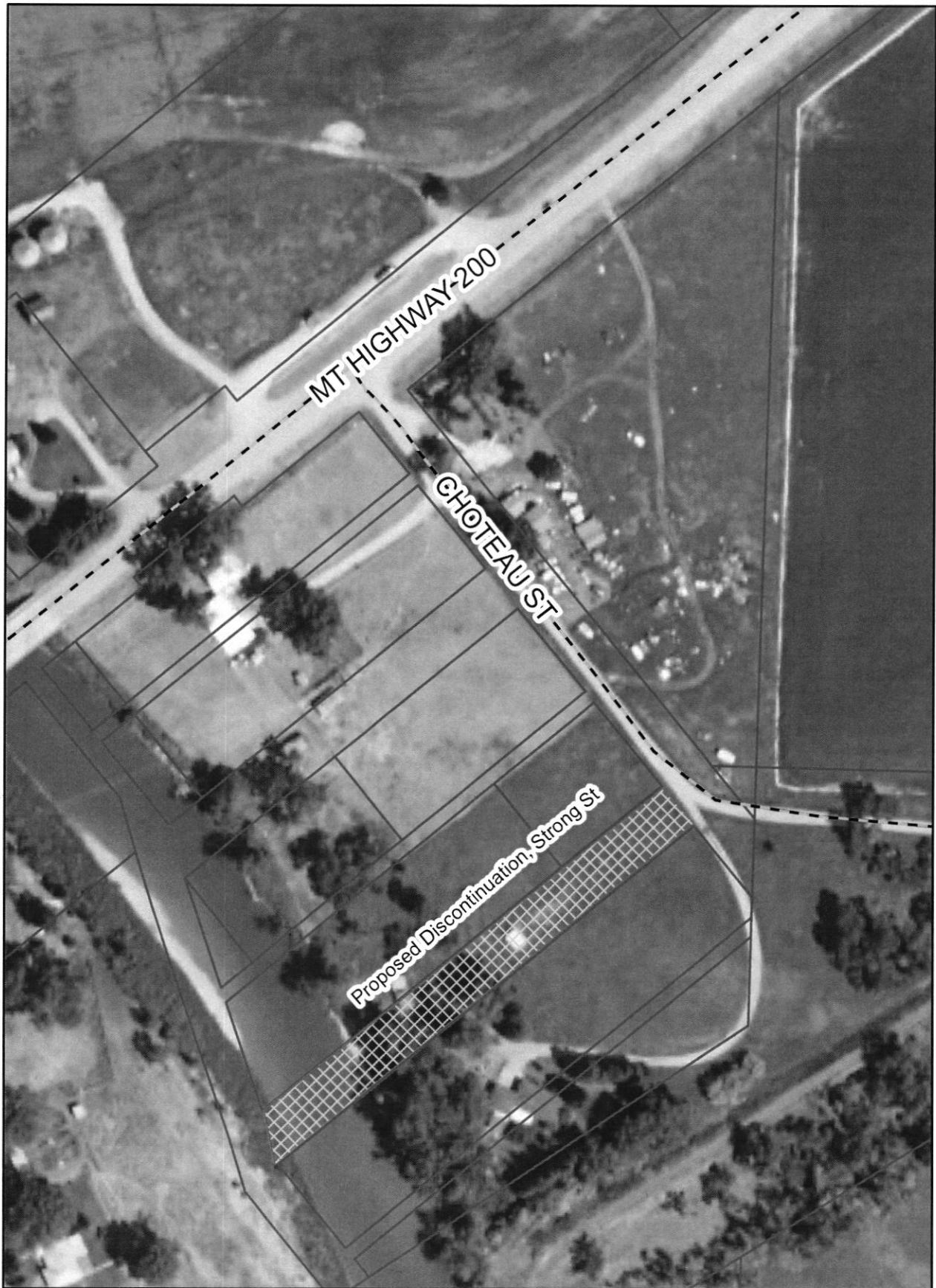
James L Larson, Commissioner

Don Ryan, Commissioner

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



The geographical representation of this map and/or drawing is provided for informational purposes only and should be used for **Reference Only**. Any information represented here is **not** guaranteed to be accurate or current. No reliance on angles, distances, area sizes or other land survey data should be assumed without verification by the user. Neither Cascade County nor the Cascade County GIS Division accepts any responsibility for errors or omissions. This document may not be reproduced, edited, or otherwise altered in any way without advanced permission of the Cascade County GIS Division or Cascade County Commission.

SUN RIVER
TOWNSITE





Petition to Discontinue a County Street or Alley in an Unincorporated Town or Townsite

Cascade County Planning Department
121 4th St No, STE 2H/I, Great Falls MT 59401
Phone: 406-454-6905 Fax: 406-454-6919

\$150.00 Non Refundable Application Fee

Payment: Check (#) 3628 Cash

FOR OFFICE USE ONLY

Date Application Received: 03/01/2021

Application No: RA 2021-002

County Commission Hearing Date: _____ Action: _____

Applicant/Owner: Amos Birtky Mailing Address: 200 Choteau St
Home Phone: _____ Work Phone: _____ Cell Phone: 406-799-7050

1. Fill out the attached petition and submit to the Planning Office.

The Petitioners must:

- a. Obtain the signature of all adjacent property owners;
 - b. Name the road and describe the section to be established, altered or abandoned;
 - c. List all property owners affected;
 - d. Determine whether the adjacent owners can be found to consent thereto;
 - e. Present the necessity for and advantage of the petition action;
 - f. Include all necessary maps, plats, surveys, or other documents that will assist the Board in evaluating the petition
2. Within thirty (30) days of receiving the petition, the Board of County Commissioners shall cause an investigation of the petition to begin.
 3. A certificate of survey may be required by a competent surveyor, covering the subject property, prior to the filing of the resolution discontinuing the county street or alley (7-14-2606 M.C.A.). If the certificate of survey is not filed within six (6) months of the date of the resolution, the county will take action to revoke the resolution.
 4. Before acting on the petition, the Board of County Commissioners shall publish a notice of a public hearing in the local newspaper at least one (1) week before the petition is acted upon. (7-1-2121 M.C.A.)
 5. After considering the petition and the results of the investigation, the Board shall make an entry or resolution of its decision and particularly describing the affected road. (7-14-2604 M.C.A.)
 - a. Within ten (10) days of the Board's decision, the Board shall notify by certified mail, all owners of land abutting on the road petitioned of their decision.
 - b. The owners shall be those listed on the last county assessment roll.

Petition to Discontinue a County Street or Alley in an Unincorporated Town or Townsite

Date: _____

To The Honorable Board of County Commissioners of Cascade County:

We, The Undersigned, in compliance with Section 7-14-2616 M.C.A. and being residents, do hereby petition the Honorable Board to discontinue the following described Street or Alley:

Name of Street or Alley: _____

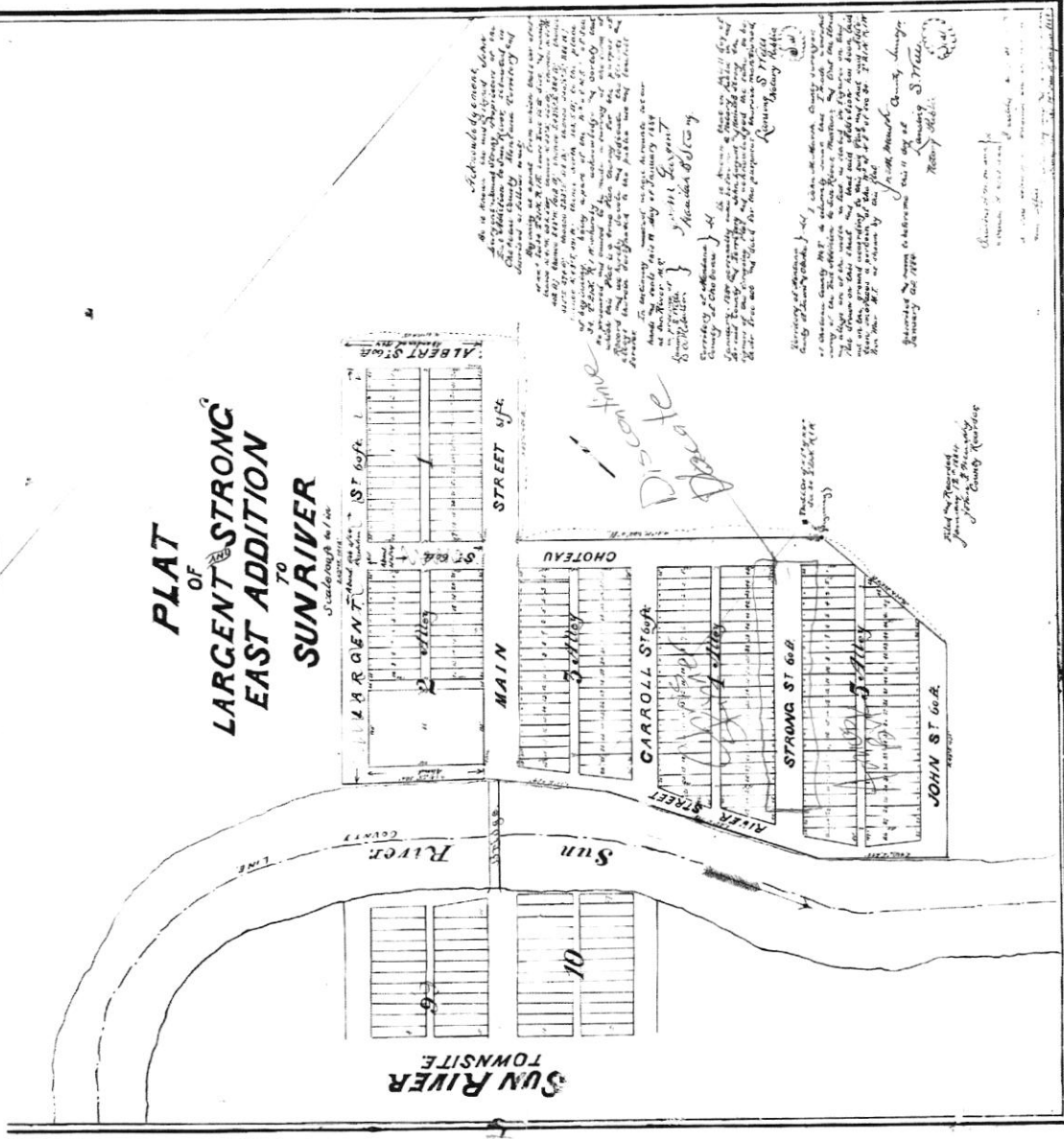
Description of Cascade County Street or Alley to be abandoned:

Strong st.

Petition – Consent Adjacent Property Owners

We, the undersigned property owners, by this petition, do hereby consent to the discontinuation of the above described street or alley:

Name		Address	
1.	Amos Birky	200 Choteau St.	San River, MT
Signature:	<i>Amos Birky</i>		59483
2.	Christopher Skinner	13848 Mt Hwy 200	San River
Signature:	<i>Christopher Skinner</i>		MT. 59483



Handwritten notes:

1. I have
2. Done
3. Done

Printed text:

As a preliminary step in the development of the Sun River Township, the Largent Strong East Addition is being platted. The addition is bounded by Sun River to the north, Main Street to the east, and Carroll Street to the south. The addition is being platted in accordance with the provisions of the Sun River Township Ordinance No. 1, which provides for the platting of additions to the township. The addition is being platted by the Largent Strong East Addition Company, which is a corporation organized under the laws of the State of Montana. The addition is being platted for the purpose of subdividing the land into lots for sale or lease. The addition is being platted in accordance with the provisions of the Sun River Township Ordinance No. 1, which provides for the platting of additions to the township. The addition is being platted by the Largent Strong East Addition Company, which is a corporation organized under the laws of the State of Montana. The addition is being platted for the purpose of subdividing the land into lots for sale or lease.

March 25, 2021

To: Sandor Hopkins

Cascade County Planner

From: Rina Ft. Moore

Clerk & Recorder/ Auditor/ Surveyor

RE: Petition to Discontinue a County Alley (applicant: Amos Birky)

The Land Data Management Staff has verified the signatures of 2 freeholders in Cascade County on the matter of a Petition to Abandon part of one street known as (a highlighted diagram is attached for reference):

- The street platted as Strong St approximately 600 feet long and 60 feet wide.

I hereby certify that the Petition to discontinue the above described property contains the signatures of the owners of the adjacent property.



by K McDowell Deputy

Rina Ft Moore

Clerk and Recorder/ Auditor/ Surveyor

Hopkins, Sandor R.

From: Sally Johnson <sjohnson@egas.net>
Sent: Friday, March 26, 2021 2:13 PM
To: Hopkins, Sandor R.
Subject: RE: Birky Street Discontinuation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Sandor,
Energy West Montana has no gas utilities serving Sun River so this will not affect us.

Thank you,
Sally



Sally Johnson | Purchasing/Engineering Admin Assistant
Energy West Montana, Inc.
904 9th Street N. | Great Falls, MT 59401
office: 406-7917536 | fax: 406-791-7565 | cell: 406-217-4241
sjohnson@egas.net | www.ewst.com



*******CONFIDENTIALITY NOTICE*******

This communication, including any attachments, may contain confidential and/or proprietary information (and, in some cases, information protected by either or both doctrines of attorney-client privilege and attorney work-product), and is intended only for the individual(s) or entity or entities to whom the communication is addressed. Any review, disclosure, dissemination, or copying of this communication by anyone other than the intended recipient(s) is strictly prohibited. If you are not an intended recipient, please contact the sender by reply e-mail, and delete and destroy all copies of the original message. Unauthorized interception of this email is a violation of federal criminal law.

From: Hopkins, Sandor R. [mailto:shopkins@cascadecountymt.gov]
Sent: Thursday, March 25, 2021 2:43 PM
To: Sally Johnson <sjohnson@egas.net>; Hood, David <David.Hood@northwestern.com>; John Schmitt <john.schmitt@3rivers.coop>
Cc: Yonker, Charity N. <cnyonker@cascadecountymt.gov>
Subject: RE: Birky Street Discontinuation

Good afternoon all,

Please see the attached Interested Agency Notice for a street discontinuation petition for Strong Street in the Largent & Strong Addition to Sun River. Please let us know if you have any utilities located at this site that may require easements or if you have any concerns regarding this proposed discontinuation.

If you need any additional information, please do not hesitate to contact us. If I need to reach out to someone else within your organization, please let me know so I can make sure this gets to the appropriate destination.

Thank you,

Sandor Hopkins

Planner, CFM

Cascade County Planning Department
121 4th St N, Suite 2 H/I
Great Falls, MT 59401
Phone: 406-454-6905

Fax: 406-454-6919

Disclosure: This email is public information subject to public records disclosure laws which has been created or received on an electronic mail system in the course of county business and includes any electronic record attachment(s), unless otherwise protected from disclosure under the laws of the State.

From: Hopkins, Sandor R.

Sent: Monday, March 15, 2021 11:03 AM

To: Sally Johnson <sjohnson@egas.net>; Hood, David <David.Hood@northwestern.com>; Johnson, Sandy <sjohnson@cascadecountymt.gov>; Grobe, Albert C. <agrobe@cascadecountymt.gov>; Schutz, Rick <rschutz@cascadecountymt.gov>; John Schmitt <john.schmitt@3rivers.coop>; Brusky, Laura <lbrusky@cascadecountymt.gov>; Payne, Leslie <lpayne@cascadecountymt.gov>; VanDyken, Scott <svandyken@cascadecountymt.gov>

Cc: Yonker, Charity N. <cnyonker@cascadecountymt.gov>

Subject: Birky Street Discontinuation

Good morning all,

See attached for an Interested Agency Notice for a street discontinuation petition of Strong St in the Largent & Strong Addition to Sun River. Please let us know if there are any questions or concerns about this petition.

Thank you,

Sandor Hopkins

Planner, CFM

Cascade County Planning Department

121 4th St N, Suite 2 H/I

Great Falls, MT 59401

Phone: 406-454-6905

Fax: 406-454-6919

Disclosure: This email is public information subject to public records disclosure laws which has been created or received on an electronic mail system in the course of county business and includes any electronic record attachment(s), unless otherwise protected from disclosure under the laws of the State.

Hopkins, Sandor R.

From: Schutz, Rick
Sent: Monday, March 15, 2021 1:09 PM
To: Hopkins, Sandor R.
Subject: RE: Birky Street Discontinuation

No Concerns from Me for a street discontinuation petition of Strong St in the Largent & Strong Addition to Sun River...

Rick Schutz
Cascade County Public Works
Road & Bridge Superintendent
279 Vaughn S Frontage Rd
Great Falls, MT 59404
406-454-6920

From: Hopkins, Sandor R. <shopkins@cascadecountymt.gov>
Sent: Monday, March 15, 2021 11:03 AM
To: Sally Johnson <sjohnson@egas.net>; Hood, David <David.Hood@northwestern.com>; Johnson, Sandy <sjohnson@cascadecountymt.gov>; Grobe, Albert C. <agrobe@cascadecountymt.gov>; Schutz, Rick <rschutz@cascadecountymt.gov>; John Schmitt <john.schmitt@3rivers.coop>; Brusky, Laura <lbrusky@cascadecountymt.gov>; Payne, Leslie <lpayne@cascadecountymt.gov>; VanDyken, Scott <svandyken@cascadecountymt.gov>
Cc: Yonker, Charity N. <cnyonker@cascadecountymt.gov>
Subject: Birky Street Discontinuation

Good morning all,

See attached for an Interested Agency Notice for a street discontinuation petition of Strong St in the Largent & Strong Addition to Sun River. Please let us know if there are any questions or concerns about this petition.

Thank you,

Sandor Hopkins
Planner, CFM
Cascade County Planning Department
121 4th St N, Suite 2 H/I
Great Falls, MT 59401
Phone: 406-454-6905
Fax: 406-454-6919

Disclosure: This email is public information subject to public records disclosure laws which has been created or received on an electronic mail system in the course of county business and includes any electronic record attachment(s), unless otherwise protected from disclosure under the laws of the State.

Hopkins, Sandor R.

From: Hibl, Charlie <Charlie.Hibl@northwestern.com>
Sent: Wednesday, March 31, 2021 11:39 AM
To: Hopkins, Sandor R.
Cc: Hood, David
Subject: Birky Street Discontinuation
Attachments: Strong St Gas.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sandor,

We had a gas serviceman take a look at the Strong St right of way in Sun River. The only line we have within the portion of Strong St to be vacated is the service that feeds Amos Birky's home. We don't technically need an easement for this line as it serves him and Section 7-10 of the NorthWestern Energy Natural Tariff guarantees NWE access to the property to work on the line.

Thanks.

Charlie Hibl, PE
Supervisor Gas/Electric Northwest | Great Falls
NorthWestern Energy
charlie.hibl@northwestern.com
(406) 454-7171 Office | (406) 544-4348 Cell

From: Hopkins, Sandor R. <shopkins@cascadecountymt.gov>
Sent: Thursday, March 25, 2021 2:43 PM
To: Sally Johnson <sjohnson@egas.net>; Hood, David <David.Hood@northwestern.com>; John Schmitt <john.schmitt@3rivers.coop>
Cc: Yonker, Charity N. <cnyonker@cascadecountymt.gov>
Subject: [EXTERNAL] RE: Birky Street Discontinuation

CAUTION: This Email is from an EXTERNAL source outside of NorthWestern Energy.

The Original Sender of this email is shopkins@cascadecountymt.gov.

Are you expecting the message? Is this different from the message sender displayed above?

Do not click on links or open attachments unless you are sure you recognize the sender and you know the contents are safe.

If you believe the email to be malicious and/or phishing email, please use the **Report Phish** button.

Good afternoon all,

Please see the attached Interested Agency Notice for a street discontinuation petition for Strong Street in the Largent & Strong Addition to Sun River. Please let us know if you have any utilities located at this site that may require easements or if you have any concerns regarding this proposed discontinuation.

If you need any additional information, please do not hesitate to contact us. If I need to reach out to someone else within your organization, please let me know so I can make sure this gets to the appropriate destination.

Thank you,

Sandor Hopkins

Planner, CFM

Cascade County Planning Department

121 4th St N, Suite 2 H/I

Great Falls, MT 59401

Phone: 406-454-6905

Fax: 406-454-6919

Disclosure: This email is public information subject to public records disclosure laws which has been created or received on an electronic mail system in the course of county business and includes any electronic record attachment(s), unless otherwise protected from disclosure under the laws of the State.

From: Hopkins, Sandor R.

Sent: Monday, March 15, 2021 11:03 AM

To: Sally Johnson <sjohnson@egas.net>; Hood, David <David.Hood@northwestern.com>; Johnson, Sandy <sjohnson@cascadecountymt.gov>; Grobe, Albert C. <agrobe@cascadecountymt.gov>; Schutz, Rick <rschutz@cascadecountymt.gov>; John Schmitt <john.schmitt@3rivers.coop>; Brusky, Laura <lbrusky@cascadecountymt.gov>; Payne, Leslie <lpayne@cascadecountymt.gov>; VanDyken, Scott <svandyken@cascadecountymt.gov>

Cc: Yonker, Charity N. <cnyonker@cascadecountymt.gov>

Subject: Birky Street Discontinuation

Good morning all,

See attached for an Interested Agency Notice for a street discontinuation petition of Strong St in the Largent & Strong Addition to Sun River. Please let us know if there are any questions or concerns about this petition.

Thank you,

Sandor Hopkins

Planner, CFM

Cascade County Planning Department

121 4th St N, Suite 2 H/I

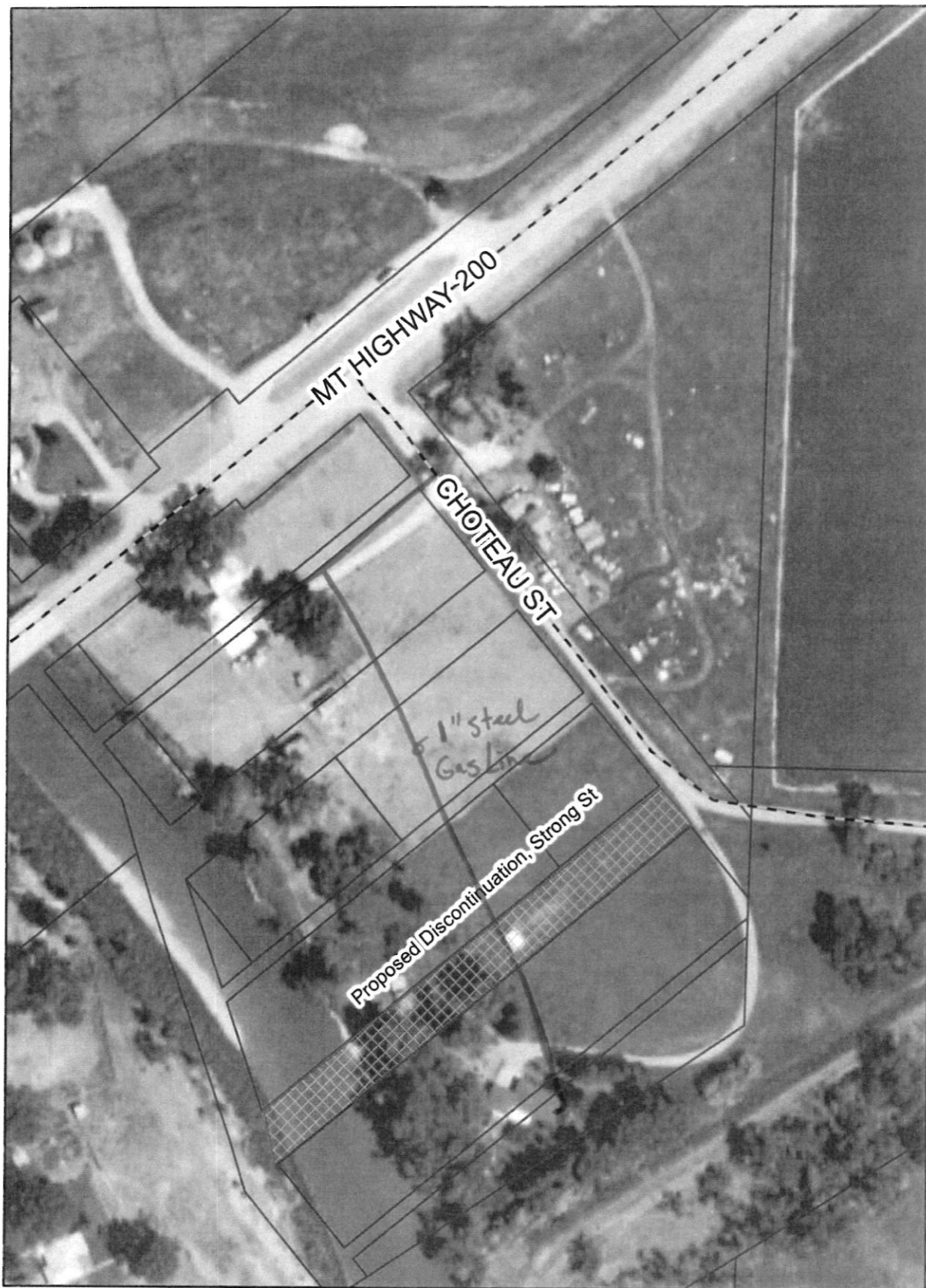
Great Falls, MT 59401

Phone: 406-454-6905

Fax: 406-454-6919

Disclosure: This email is public information subject to public records disclosure laws which has been created or received on an electronic mail system in the course of county business and includes any electronic record attachment(s), unless otherwise protected from disclosure under the laws of the State.

This message is for the named person's use only. It may contain confidential, proprietary or legally privileged information. No confidentiality or privilege is waived or lost by any mistransmission. If you receive this message in error, please immediately delete it and all copies of it from your system, destroy any hard copies of it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient. NorthWestern Corporation and its subsidiaries each reserve the right to monitor all e-mail communications through its network.



200 100 0 200 Feet



The geographical representation of this map and/or drawing is provided for informational purposes only and should be used for Reference Only. Any information represented here is not guaranteed to be accurate or current. No reliance on angles, distances, area sizes or other land survey data should be assumed without verification by the user. Neither Cascade County nor the Cascade County GIS Division accepts any responsibility for errors or omissions. This document may not be reproduced, edited, or otherwise shared in any way without advanced permission of the Cascade County GIS Division or Cascade County Commission.

Hopkins, Sandor R.

From: Scott Kocan <scott.kocan@3rivers.coop>
Sent: Wednesday, March 31, 2021 4:17 PM
To: Hopkins, Sandor R.
Cc: Yonker, Charity N.; John Schmitt
Subject: RE: Birky Discontinuation of Strong St
Attachments: 3RT Cable Location_Choteau St.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sandor, Our Mainline Cable is with the ROW for Choteau Street as shown on the attached Detail.

Scott

*Scott Kocan / 3 Rivers Communications
Outside Plant Engineer*

*PO Box 429, 202 5th Street South, Fairfield, MT 59436
Direct 406-467-4316 | Office 406-467-2535 | Mobile 406-590-2591
Toll Free 800-796-4567 | Fax 406-467-5035 | scott.kocan@3rivers.coop*



From: Hopkins, Sandor R. <shopkins@cascadecountymt.gov>
Sent: Wednesday, March 31, 2021 11:16 AM
To: scott.kocan@3rivers.coop
Cc: Yonker, Charity N. <cnyonker@cascadecountymt.gov>
Subject: Birky Discontinuation of Strong St

Good morning Scott,

Thank you for getting back to me regarding the Birky Discontinuation. See the attached for documents and exhibits regarding the precise location of the petitioned discontinuation.

Let us know if you have any questions or need more info.

Thank you,

Sandor Hopkins

Planner, CFM

Cascade County Planning Department

121 4th St N, Suite 2 H/I

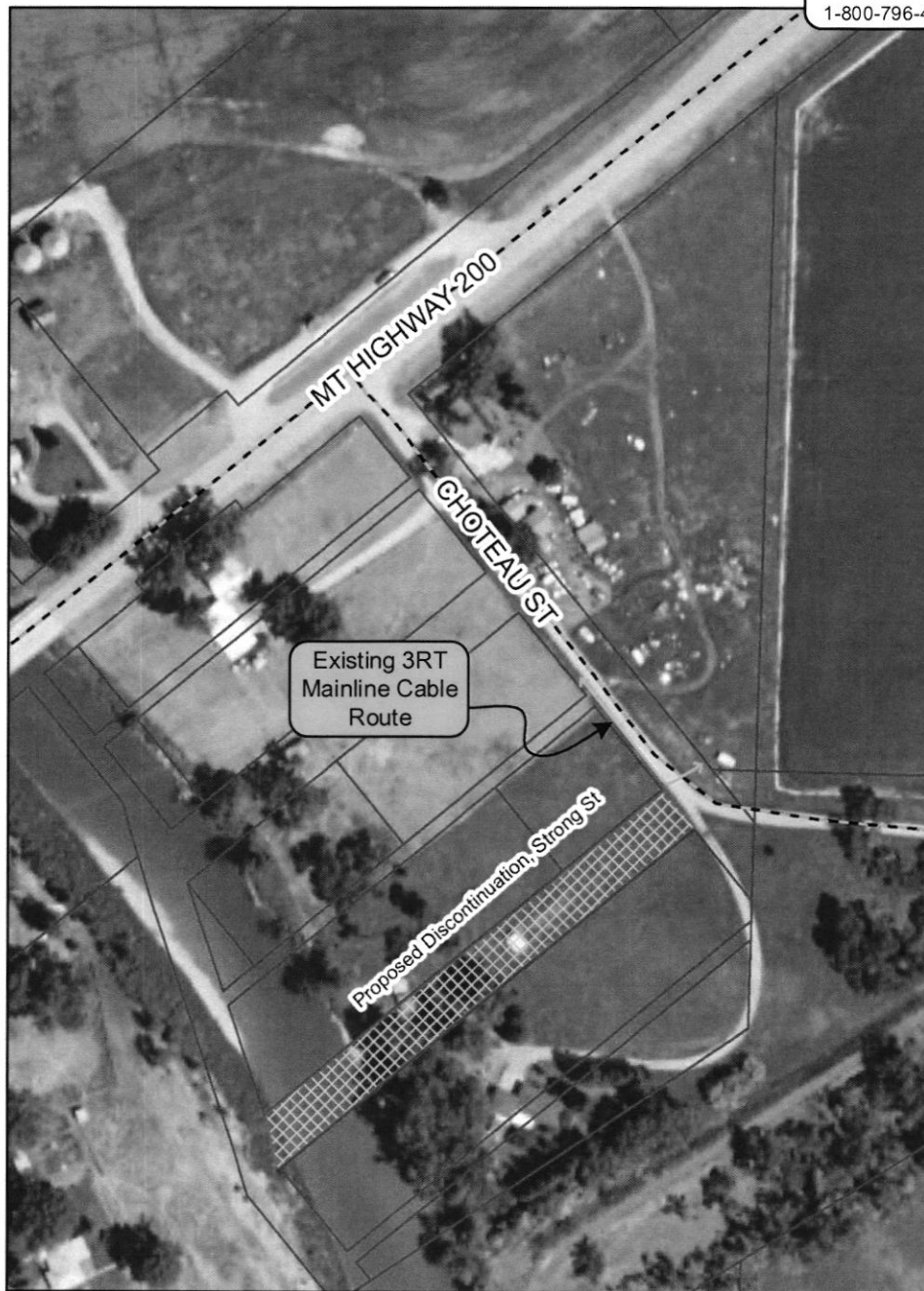
Great Falls, MT 59401

Phone: 406-454-6905

Fax: 406-454-6919

Disclosure: This email is public information subject to public records disclosure laws which has been created or received on an electronic mail system in the course of county business and includes any electronic record attachment(s), unless otherwise protected from disclosure under the laws of the State.

3 RIVERS
COMMUNICATIONS
202 5th Street S
P.O. Box 429
Fairfield, MT 59436-0429
1-800-796-4567



200 100 0 200 Feet



The geographical representation of this map and/or drawing is provided for informational purposes only and should be used for Reference Only. Any information represented here is not guaranteed to be accurate or current. No reliance on angles, distances, area sizes or other land survey data should be assumed without verification by the user. Neither Cascade County nor the Cascade County GIS Division accepts any responsibility for errors or omissions. This document may not be reproduced, edited, or otherwise altered in any way without advanced permission of the Cascade County GIS Division or Cascade County Commissioners.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that the Cascade County Commissioners will hold a Public Hearing on Tuesday, April 27, 2021 at 9:30 AM via Zoom (an online platform) to consider a *Petition to Discontinue a County Street or Alley in an Unincorporated Town or Townsite* particularly known as Strong Street, approximately 600 feet long and 60 feet wide, within the platted subdivision of Largent and Strong East Addition to Sun River, located in Section 34, Township 21 North, Range 1 West, Cascade County, MT.

The materials are on file for public inspection at the office of the Cascade County Planning Department, 121 4th St N, Suite 2 H/I, Great Falls, MT 59401. Any interested person may appear via Zoom by video or telephone to speak for or against the proposed abandonment and may submit written public comments to the Cascade County Planning Department at the above address, by email at planningcomments@cascadecountymt.gov, or during the public hearing.

Please go to www.cascadecountymt.gov for details on how to join the Zoom meeting by computer or phone. Individuals needing special accommodations to participate should contact the Planning Department at 406-454-6905 prior to the meeting to allow adequate time for special arrangements.

CASCADE COUNTY PLANNING DEPARTMENT

/s/Sandor Hopkins, Planner

Publication date: Sunday, April 18, 2021 and Sunday, April 25, 2021

April 27, 2021

AGENDA # 4

Agenda Action Report *Prepared for the* **Cascade County Commission**

ITEM: Resolution #21-24: Final Resolution Amending the Zoning Map of the Cascade County Zoning Regulations

INITIATED Darrell A Swanson

PRESENTED BY Sandor Hopkins, Planner

SUBJECT PROPERTIES: Parcel: 2439600 Geocode: 02-3015-21-1-02-10-0000
Parcel: 2019003 Geocode: 02-3015-16-1-01-20-0000
Parcel: 2019004 Geocode: 02-3015-21-1-02-14-0000
Parcel: 2019005 Geocode: 02-3015-21-1-02-16-0000
Parcel: 2019006 Geocode: 02-3015-21-1-02-18-0000

The above parcels being Tracts 3, 4, 8, 9, and 10 of Certificate of Survey 5142, located in Sections 16 and 21, Township 20 North, Range 3 East, PMM, Cascade County, Montana

ACTION REQUESTED: Passage of a Final Resolution (Resolution #21-24) to rezone the Subject Properties from Suburban Residential 1 ("SR-1") to Light Industrial ("I-1"):

BACKGROUND: Applicant, Darrell A Swanson, submitted a zone change request for five tracts of land owned by himself and Janice D Swanson located in Sections 16 and 21, Township 20 North, Range 3 East, PMM, Cascade County, Montana. The Applicant is requesting the Subject Properties be rezoned from Suburban Residential 1 ("SR-1") District to Light Industrial ("I-1") District.

The Cascade County Planning Board recommended on February 16, 2021, that the Board of County Commissioners adopt the Staff Report and approve the rezone. On March 23, 2021, a *Resolution of Intention to Amend County District Zoning Map* (Resolution #21-17) was brought before and adopted by the Board of County Commissioners.

Procedural History and Legal Notices:

- On December 30, 2020, the Applicant submitted a Zoning Change Application.
- Legal notices for the Cascade County Planning Board public hearing were sent to adjacent

property owners on January 27, 2021 and published in the *Great Falls Tribune* on January 31, 2021 and February 7, 2021.

- The Cascade County Planning Board held a public hearing regarding the proposed Zoning Change Application and passed a motion recommending approval to the Board of County Commissioners on February 16, 2021.
- Legal notice of the March 23, 2021 Cascade County Commission Public Hearing was posted on February 4, 2021, in at least five (5) public places within the proposed district.
- Legal notices for the Cascade County Commission Public Hearing were sent to adjacent property owners on March 1, 2021 and published in the *Great Falls Tribune* on March 7, 2021, and March 14, 2021.
- On March 23, 2021, the Cascade County Commission approved the Resolution of Intention (Resolution #21-17) to rezone the subject property.
- Public Notice of Passage of Resolution of Intention to amend County Zoning District was published in the *Great Falls Tribune* on March 27, 2021 and April 3, 2021.
- A 30-day protest period began at first publishing of this notice; this comment period ended on April 26, 2021.

A 30-day protest period as required by MCA 76-2-205 (5)(d) was implemented beginning after the first publication of legal notice published on March 27, 2021. No written protests were received from persons owning real property within the district. Therefore, the Board of County Commissioners may in its discretion adopt the resolution creating the zoning district within 30 days after the expiration of the protest period pursuant to MCA 76-2-205 (6).

RECOMMENDATION: Approve and adopt Resolution #21-24, Final Resolution Amending the Zoning Map of the Cascade County Zoning Regulations to rezone the subject properties from the Suburban Residential 1 District to Light Industrial District, as no written protests have been received, and the thirty (30) day protest period has passed.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

1. I move that the Commissioners **deny** the adoption of Resolution #21-24, the Final Resolution to rezone the following parcels:

Parcel No. 2439600	Geocode: 02-3015-21-1-02-10-0000
Parcel No. 2019003	Geocode: 02-3015-16-1-01-20-0000
Parcel No. 2019004	Geocode: 02-3015-21-1-02-14-0000
Parcel No. 2019005	Geocode: 02-3015-21-1-02-16-0000
Parcel No. 2019006	Geocode: 02-3015-21-1-02-18-0000

Located in Sections 16 and 21, Township 20 North, Range 3 East, PMM, Cascade County, Montana, from the Suburban Residential 1 District to the Light Industrial District.”

2. I move that the Cascade County Board of Commissioners **approve** the adoption of Resolution #21-24, the Final Resolution to rezone the following parcels:

Parcel No. 2439600	Geocode: 02-3015-21-1-02-10-0000
Parcel No. 2019003	Geocode: 02-3015-16-1-01-20-0000
Parcel No. 2019004	Geocode: 02-3015-21-1-02-14-0000
Parcel No. 2019005	Geocode: 02-3015-21-1-02-16-0000
Parcel No. 2019006	Geocode: 02-3015-21-1-02-18-0000

Located in Sections 16 and 21, Township 20 North, Range 3 East, PMM, Cascade County, Montana, from the Suburban Residential 1 District to the Light Industrial District.”

Attachments: Final Resolution #21-24
Public Notice of Passage of Resolution of Intention

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MT**

**IN THE MATTER OF FINAL RESOLUTION
AMENDING THE ZONING MAP OF THE
CASCADE COUNTY ZONING REGULATIONS**

Resolution 21-24

WHEREAS, under the provision of Title 76, Chapter 2, Part 2, Montana Code Annotated (“MCA”), the Board of County Commissioners is authorized to adopt zoning regulations; and

WHEREAS, a Zoning District and Regulations therefore was created by Resolution passed by the Board of County Commissioners on April 26, 2005, as documented on Resolution #05-018, on file in the Office of the Clerk and Recorder of Cascade County; and

WHEREAS, MCA § 76-2-205 authorizes the Board of County Commissioner to amend the zoning regulations; and

WHEREAS, a citizen petition for map change of zoning district classification from Suburban Residential 1 District (“SR-1”) to Light Industrial (“I-1”) District was submitted for the following parcels owned by Darrell A Swanson and Janice D Swanson:

Parcel: 2439600	Geocode: 02-3015-21-1-02-10-0000
Parcel: 2019003	Geocode: 02-3015-16-1-01-20-0000
Parcel: 2019004	Geocode: 02-3015-21-1-02-14-0000
Parcel: 2019005	Geocode: 02-3015-21-1-02-16-0000
Parcel: 2019006	Geocode: 02-3015-21-1-02-18-0000

The above parcels being Tracts 3, 4, 8, 9, & 10 of Certificate of Survey 5142, located in Sections 16 & 21, Township 20 North, Range 3 East, PMM, Cascade County, Montana; and

WHEREAS, in accordance with MCA § 76-2-204, and Cascade County Zoning Regulations § 14, the Board of County Commissioners shall require the Cascade County Planning Board to act as a zoning commission to recommend boundaries and appropriate regulations for the various zoning districts; and

WHEREAS, a legal notice of the public hearing to be held on February 16, 2021 by the Cascade County Planning Board regarding the requested county zoning change was published in the *Great Falls Tribune* on January 31, 2021, and February 7, 2021; and

WHEREAS, the Cascade County Planning Board held a public hearing on February 16, 2021, to allow any interested party to speak for or against the requested change, considered the above-mentioned petition, and passed a motion recommending the Board of County Commissioners approve said zoning change; and

WHEREAS, the Cascade County Planning Board is performing in an advisory capacity to the Board of County Commissioners regarding zoning and has provided a written report to the Board of County Commissioners regarding the above-mentioned zoning change; and

WHEREAS, in accordance with MCA § 76-2-205, notice was posted regarding the zoning change in at least five (5) public places on February 4, 2021, for the public hearing to be held by the Board of County Commissioners on March 23, 2021; and

WHEREAS, a legal notice of the public hearing to be held on March 23, 2021 by the Board of County Commissioners regarding the requested county zoning change was published in the *Great Falls Tribune* on March 7, 2021 and March 14, 2021; and

WHEREAS, the Board of County Commissioners, on March 23, 2021, held a public hearing to allow any interested party to speak for or against the requested change passed a "Resolution of Intention to Amend County Zoning District Map" (Resolution #21-17); and

WHEREAS, on March 27, 2021 and April 3, 2021, "Public Notice of Passage of Resolution of Intention to Amend County Zoning District Map" was published in the *Great Falls Tribune*; and

WHEREAS, the public notice established and provided for a thirty (30) day protest period for receipt of written protest to the Board of County Commissioners; and,

WHEREAS, there has not been sufficient protest to prevent changing the zoning classification upon the tracts of land hereinabove described.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cascade County as follows:

The Cascade County Zoning Regulations map is hereby amended to change the zoning district classification from the Suburban Residential 1 District to the Light Industrial District for the following parcels owned by Darrell A Swanson and Janice D Swanson:

Parcel: 2439600	Geocode: 02-3015-21-1-02-10-0000
Parcel: 2019003	Geocode: 02-3015-16-1-01-20-0000
Parcel: 2019004	Geocode: 02-3015-21-1-02-14-0000
Parcel: 2019005	Geocode: 02-3015-21-1-02-16-0000
Parcel: 2019006	Geocode: 02-3015-21-1-02-18-0000

The above parcels being Tracts 3, 4, 8, 9, & 10 of Certificate of Survey 5142, located in Sections 16 & 21, Township 2 North, Range 3 East, PMM, Cascade County, Montana as shown on Exhibit A attached hereto and by this reference incorporated herein.

This resolution shall be in full force and effect as of the date set forth herein below.

Passed and adopted at this Commission hearing on this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Attest:

Joe Briggs, Chairman

Rina Ft Moore, Clerk and Recorder

James L. Larson, Commissioner

Don Ryan, Commissioner

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

**PUBLIC NOTICE OF
PASSAGE OF RESOLUTION OF INTENTION
TO AMEND CASCADE COUNTY ZONING DISTRICT MAP**

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Cascade County, Montana, did on March 23, 2021 duly pass Resolution #21-17, a Resolution of Intention to Amend County Zoning District Map. The purpose of the Resolution of Intention is to change the zoning district classification from the Suburban Residential 1 "SR1" District to the Light Industrial "I1" District for property owned by Darrell A Swanson and Janice D Swanson in Sections 16 & 21, Township 20 North, Range 03 East, P.M.M., Cascade County, Montana, referenced as Tracts 3, 4, 8, 9 & 10 of Certificate of Survey 5142, and described as the following: Parcel No. 2439600 with Geocode: 02-3015-21-1-02-10-0000; Parcel No. 2019003 with Geocode: 02-3015-16-1-01-20-0000; Parcel No. 2019004 with Geocode: 02-3015-21-1-02-14-0000; Parcel No. 2019005 with Geocode: 02-3015-21-1-02-16-0000; and Parcel No. 2019006 with Geocode: 02-3015-21-1-02-18-0000.

The Resolution of Intention is on file for public inspection at the Office of the Cascade County Clerk and Recorder at 121 4th St. N., #1B-1, Great Falls, MT 59401, and in the Cascade County Planning Department at 121 4th St. N., Ste. 2H/I, Great Falls, MT 59401.

For thirty (30) days after the first publication of this notice, the Board of County Commissioners of Cascade County will receive written protests to the amendments to the zoning regulations from persons owning real property within the district whose names appear on the last completed assessment roll of the county.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

/s/ Joe Briggs, Chair

/s/ Jim Larson, Commissioner

/s/ Don Ryan, Commissioner

ATTEST:

/s/ Clerk & Recorder

First Publication Date: Saturday, March 27, 2021

Second Publication Date: Saturday, April 3, 2021

April 27, 2021

Agenda #5

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Inmate Medical Services Contract with Alluvion

INITIATED & PRESENTED BY: Undersheriff Cory Reeves
Cascade County Sheriff's Office

ACTION REQUESTED: Approval of Contract 21-53

BACKGROUND:

In January 2021, Planned Parenthood advised the Cascade County Sheriff's Office that they would no longer be able to fulfil their Inmate Medical Services contract. The CCSO published an RFP in the Tribune and on Cascade County's Website soliciting proposals for a new Inmate Medical Services provider for the Cascade County Detention Center. Three vendors submitted timely proposals: Alluvion, Planned Parenthood and Correctional Health Partners. After reviewing and scoring the proposals against the RFP requirements and criteria, the CCSO Staff recommends the Commission accept the proposal submitted by Alluvion and execute the Inmate Medical Services contract with Alluvion. The initial contract term is for four years commencing July 1, 2021 and may be extended an additional 3 years. The contract sum for the first year of the agreement is \$1,572,000.00

TERM: 4 years with an option for 3 more years in 12-month increments

AMOUNT:	2021-2022	+0%	\$1,572,000.00
	2022-2023	+3%	\$1,619,160.00
	2023-2024	+3.5%	\$1,675,831.00
	2024-2025	+4%	\$1,742,864.00

RECOMMENDATION: Approval of Contract 21-53.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 21-53, an Inmate Medical Services contract with Alluvion.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 21-53, an Inmate Medical Services contract with Alluvion.

AGREEMENT TO PROVIDE INMATE MEDICAL SERVICES, MENTAL HEALTH CARE AND TREATMENT PROGRAM SERVICES

The following Agreement to Provide Inmate Medical Services (the Agreement) is hereby made and entered into this ____ day of April, 2021, between Cascade County (hereinafter "the County"), 325 2nd Avenue North, Room 111, Great Falls, Montana 59401, and Alluvion Health (hereinafter "Alluvion") 601 1st Avenue North, Great Falls, Montana 59401. For mutual covenants provided herein and as set forth in the Scope of Services for the Cascade County Regional Adult Detention Center (hereinafter "the Facility") provided by Alluvion (hereinafter "the Scope of Services"), it is agreed as follows:

1. Employment Status: Alluvion is an independent contractor. Nothing in this Agreement shall be construed to create a partnership, an agency, or an employee relationship between the parties. The parties shall have no right, power, or authority to act or create any obligation, whether express or implied, on behalf of the other party.
2. Duration: This Agreement shall be effective July 1, 2021, through June 30, 2025, unless earlier terminated pursuant to Paragraph 36 of this Agreement. However, the Cascade County Commission may, at their option and in agreement with Alluvion, renew the contract for up to three (3) additional years, in twelve (12) month increments. The Cascade County Commission shall, in writing, notify Alluvion one hundred and twenty (120) days prior to expiration of the contract (July 2025) with its intent to extend the contract, if mutually agreed to by both parties.
3. Primary Health Care Services: Alluvion shall provide, in a prompt and professional manner, Primary Health Care Services, including consultation with health care specialists, for the entire inmate population at the Cascade County Adult Detention Center, which is located at 3800 Ulm North Frontage Road, Great Falls, Montana. Said services shall be provided 24 hours per day, seven days per week as further described herein at Paragraph 29 hereof. The primary objective of the Inmate Medical Service agreement is to provide on-site medically necessary services, maintain a level of quality service in accordance with National Correctional Health Care Standards, the American Correctional Association (ACA) and in accordance with Federal and State Laws and;
 - a. Maximize the use of the County's on-site Medical Unit to meet the medical needs of inmates (e.g., initial physical assessments, ongoing evaluation and treatment of minor medical conditions, reduction of off-site medical trips, and stabilization of urgent and emergency medical conditions);
 - b. Enhance on-site Dental Services Program to meet the basic dental needs of inmates (e.g., initial assessment, extractions, examinations, and emergency treatment);

- c. Establish an on-site Mental Health Care System to meet the needs of the inmates and;
 - d. Utilize off-site provider networks of hospitals, physicians, and other ancillary medical providers to provide medically necessary services to inmates when those services cannot be delivered at the Detention Facility or by Alluvion.
- 4. Intake Screening: A licensed healthcare professional (nurse) shall perform an intake screening of incoming inmates (newly arrested) upon admission to the Detention Facility during normal business hours, but no more than seventy-two (72) hours after physical placement at the Facility. The screening shall identify those individuals with medical conditions, dental needs, mental disorders, inmates in need of segregation for health reasons or close supervision for health reasons, and those with suicidal tendencies. Inmates are booked and admitted into the Detention Facility 24 hours a day, seven days a week.
 - a. Alluvion shall implement policies, procedures and forms to ensure compliance.
 - i. When clinically indicated, an immediate referral shall be made to an appropriate health care service (mental health eval, dental, etc.) for care within a clinically reasonable period.
 - ii. Notation of the disposition of the inmate, such as immediate referral to an appropriate health care service, no existing health conditions that prevent approval for placement in the general inmate population in accordance with Facility policies and procedures with later referral to an appropriate health care service, or no existing health conditions that prevent approval for placement in the general inmate population, shall be documented.
 - iii. Immediate needs shall be identified and addressed, and potentially infectious inmates isolated to prevent spread in the congregate setting.
 - iv. Screening for tuberculosis disease shall be completed within 10 days of admittance.
- 5. Transfer Screening: A transfer screening shall be performed by licensed health care professionals on all inmate transfers into the Detention Facility (State and Federal Inmates) within 48 hours of arrival to the Detention Facility to ensure continuity of care. Notification provided by Detention Facility staff to Alluvion staff prior to arrival of transfers will facilitate completion in a timely manner.
- 6. Health Assessments: Alluvion shall establish policies and procedures for inmate health assessments, which shall be subject to review by the Sheriff or designee. A licensed physician, mid-level provider or a licensed nurse shall complete health assessments within ten (10) days of the inmate booking and physical placement into the Detention Facility.

- a. The health assessment should be comprehensive.
 - b. The health assessment process will also include a tuberculin PPD skin test
7. Inmate Requests for Health Care Services: Alluvion shall establish policies and procedures for handling and responding to inmate requests for health care services. Alluvion's policies and procedures shall be subject to review by the Sheriff or designee. Inmates shall have the opportunity to request health care services. Health care personnel shall review the requests and determine the appropriate course of action to be taken to include immediate intervention or scheduling for provider evaluation.
8. Sick Call Assessment Protocols: Alluvion shall establish assessment protocols to facilitate the sick call process. The assessment protocols shall be appropriate for the level of licensed skill and preparation of the nursing personnel who will carry them out. The assessment protocols shall comply with relevant state professional standards or nurse practice acts.
9. Segregation Rounds: Qualified health personnel shall perform rounds to assess inmates who are segregated from the general population (whether for disciplinary, administrative, or protective reasons) to determine the inmate's health status and to ensure access to health care services, a minimum of three times a week. A record of the segregation rounds shall be maintained, and all clinical encounters shall be noted in the inmate's health record.
10. Women's Pregnancy Health Care and Inmate STD's: Alluvion shall be responsible for the provision of medically necessary on-site health care services to the inmate population to include, at a minimum, sexually transmitted disease treatment for female and male inmates. Alluvion shall establish policies and procedures specific to the health care of pregnant inmates, which shall include, at a minimum, the following:
 - a. Pre-natal care, including regular monitoring by an obstetrician.
 - b. Provision of appropriate vitamins and dietary needs; and
 - c. Identification and management of high-risk pregnancies, including appropriate referrals.
11. Infectious Disease: Alluvion shall establish policies and procedures for the care and handling of inmates diagnosed with infectious disease. Alluvion shall provide an infection control program that focuses on surveillance, prevention, treatment and reporting. In addition to procedures generic to "infectious diseases," disease specific programs shall be established to include:
 - a. Tuberculosis – Alluvion shall develop a TB surveillance, treatment and monitoring program consistent with community standards. If an inmate tests positive for a

PPD test, the inmate shall be scheduled for and receive an on-site chest x-ray, with appropriate follow-up and care, including isolation, if required.

- b. HIV/AIDS – If medically necessary and requested, HIV testing and counseling will be done on a confidential basis after being incarcerated for 72 hours. A licensed provider shall evaluate inmates identified as having HIV disease. HIV inmates shall have access to infectious disease specialists and HIV medications (as deemed) medically necessary.

12. Chronic Illness and Specific Needs: Alluvion shall establish a plan for the identification, treatment, and monitoring of inmates with known chronic illnesses and specific health care needs. Upon identification of an inmate with a specific health care needs, the inmate shall be referred to Alluvion's Health Care Provider. The Health Care Provider shall establish a treatment plan to guide the care of inmates with specific health care needs.
13. Onsite Services: Alluvion shall provide on-site services, whenever possible, to reduce the volume and duration of off-site services.
14. Emergency Services: Alluvion shall maintain policies and procedures to address emergency situations. The emergency policies shall provide for immediate response by Alluvion staff to stabilize an inmate. Emergency services include on-site first aid and cardiopulmonary resuscitation. AED's are provided by the Facility and CCSO staff are trained every two years in CPR.
15. Emergency Response Plan: Alluvion shall maintain policies and procedures to address the health aspects of the emergency response plan. Alluvion's policies and procedures shall be in accordance with CCSO risk/response plans, recognizing public safety is always paramount. The related policies and procedures shall be approved by the Sheriff or designee and include:
 - a. Responsibilities of health staff;
 - b. Procedures for triage;
 - c. Predetermination of the site for care;
 - d. Telephone numbers and procedures for calling in health staff and the community emergency response system (e.g., hospitals, ambulances);
 - e. Procedures for evacuating patients;
 - f. Alternate backups for each of the plan's elements;
 - g. Respond to all codes called in the Facility; and
 - h. Provide additional manpower coverage during crisis situations.
16. Medication Management: Alluvion shall provide or facilitate a pharmaceutical program in accordance with federal, state, and local laws to meet the needs of the inmate population. Medications shall be administered to inmates as prescribed.

Appropriately trained health care personnel shall administer medications to inmates and the administration of each dose shall be documented. Med Pass to inmates is conducted in their respective POD's by Alluvion and Facility staff. The program shall also include guidelines for administering medications to those inmates scheduled to be temporarily removed from the Detention Facility (e.g., for court appearances).

Alluvion's pharmaceutical program shall address, at a minimum, the following:

- a. Medication Reconciliation as a component of the Intake Screening or Health Assessment;
- b. Follow the Facility drug formulary and comply with the MT Nurse Practice Act and Board of Pharmacy regulations;
- c. Medication administration systems to include Direct Observed Therapy (DOT) and Keep-on-Person (KOP) programs for inhalers and other medication approved by Sheriff or designee;
- d. Routine/non-urgent medication shall be administered within 24 hours of physician's order with urgent medication provided as required and ordered by physician/provider;
- e. Documentation of inmate education addressing potential medication side effects;
- f. Documentation of medication administration to inmates utilizing the medication administration record;
- g. Documentation of an inmate's refusal to take the prescribed medication and;
- h. Requirements for physician evaluations prior to renewal of medication orders to include psychotropic medications. The re-evaluation shall be documented in the inmate's health record.

Medications shall be maintained under proper conditions and in a secure area. A log documenting the use of stock medications shall be maintained. Alluvion shall maintain policies and procedures for the removal and disposal of expired, unneeded, or surplus medications. The Facility will provide a written list of medications that are prohibited in the Facility.

17. Laboratory Services: Alluvion shall ensure the availability of laboratory studies as determined necessary. Routine and Stat laboratory specimens will be processed, and reports shall be provided in a timely manner. A qualified medical provider shall review test results with abnormal findings. Alluvion shall provide equipment and supplies to perform on-site laboratory testing (urinalysis, glucose meter testing, pregnancy testing, occult blood testing, strep testing, etc.) or facilitate such testing when not practical on-site.
18. Radiological Services: Alluvion shall ensure access to radiological studies as determined medically necessary. Routine and Stat radiology services shall be processed, and reports will be provided in a timely manner. A licensed medical

provider or board eligible radiologist shall interpret test results. Unless emergent, on-site radiological studies shall always be preferred.

19. Mental Health Services: Alluvion is responsible for providing inmates with medically necessary mental health services. The mental health program shall include screening, referral, diagnosis and treatment of mental health conditions. Licensed Mental Health Professionals or Trained Mental Health staff shall conduct an initial mental health screening within fourteen (14) days of admission for all inmates with a known history of mental illness and/or those who actively exhibit signs or symptoms of possible mental illness.

At a minimum, a licensed mental health professional shall provide on-site assessments of inmates with clinical symptoms on a weekly basis. In addition, court ordered assessments shall be conducted by a Licensed Mental Health Professional on-site when requested. Health care staff shall be trained on the identification and treatment of inmates who are at risk for suicidal and/or homicidal acts or ideations. Detailed policies and procedures shall be in place for the treatment of such inmates.

- a. **Substance Abuse Treatment Program and Education:** Alluvion shall maintain on-site group participation or individual treatment via a Licensed Treatment Specialist or other licensed provider for specified inmates which include State (DOC) and County inmates.
 - b. **Violent & Sexual Offender Treatment Programs:** Alluvion shall maintain on-site group participation or individual treatment via a Licensed Treatment Specialist or other licensed provider for specified inmates which include State (DOC) and County inmates.
20. Health Records Management: Alluvion shall maintain all records created under this Agreement in accordance with State and Federal Law. Alluvion and the Facility shall comply with HIPPA requirements, specifically Section (B) (2) (ii).
21. Inmate Complaint/Grievance Procedure: Alluvion shall establish policies and procedures that address the handling of inmate complaints related to health care services to include a process for appeals. Alluvion shall be given access to the Detention Facility Grievance Program which shall be used to answer grievances and for tracking of complaints from receipt to resolution. Alluvion shall initiate its response to grievances within 48 hours of receipt.

Alluvion shall generate and provide to the Undersheriff, or designee, a quarterly report of complaints received. The reports shall include at a minimum, inmate name and identification number, date the complaint was received, complaint description, date of response, and a brief description of resolution.

22. Dental Care: Dental care shall be provided under the direction and supervision of a licensed dentist. Alluvion shall provide on-site dental treatment on all inmates based

on dental priorities and not limited to extractions when the health of the inmate would otherwise be adversely affected as determined by the dentist. The dental clinic shall be staffed and operated on a set schedule and for a sufficient number of hours to meet the needs as outlined herein.

23. Discharge Planning: Alluvion shall provide inmate discharge planning services that include the arrangement for a three (3) day supply of current medications when advance notice will allow. Patients receiving psychotropic or HIV medications shall be issued up to a 30-day supply. A Discharge Planning Program shall be implemented for patients with chronic medical or mental health diagnoses, which will include arrangements with or referrals to community providers. Whenever possible, advance notification shall be provided by the Facility to ensure compliance.
24. Onsite Services for Detention Facility Staff: Alluvion shall provide the following services for Facility Staff:
 - a. Annual tuberculin skin testing and referrals as appropriate; and
 - b. Emergency intervention for on-site injuries; and
 - c. Maintenance of the Employee Wellness Program; and
 - d. Education/Training for new staff during orientation on inmate care/role of medical; and
 - e. CPR/AED re-certification for all CCSO staff every two years.

Alluvion shall not be responsible for the provision of routine health care services to CCSO staff. However, Alluvion staff shall provide on-site emergency intervention for staff and visitors when medically necessary.

25. Onsite Blood Draws: Alluvion shall provide timely blood draws on suspects charged/arrested for criminal offenses (i.e. DUI) who have given consent, or whenever a search warrant has been obtained. The arresting agency is responsible for all SAKI kits/blood draw kits and all lab processing. CCSO blood draws shall be done at no additional costs but Alluvion is allowed to invoice outside agencies for this service at a cost not to exceed \$85.00 per blood draw/person.
26. Offsite Medical Services: Alluvion shall coordinate comprehensive medical services including medical specialty consultations, outpatient treatments, and hospitalizations by coordinating care with community based medical providers and hospitals. Alluvion shall use its best efforts to maintain an off-site Provider network, local when possible, to provide medically necessary services, which cannot be reasonably provided at the Detention Facility or by Alluvion.
27. Professional Judgement: The parties agree that the County and the Facility do not control the professional judgement of treatment provided by Alluvion Providers, and the responsibility for all health care related decisions shall rest solely with Alluvion

and its providers. Alluvion will notify the Undersheriff prior to any inmate medical procedures which will significantly impact the CCSO budget, unless emergent.

28. Utilization Management: Alluvion shall be responsible for determining the medical necessity of off-site medical services. Alluvion shall establish a utilization management program for the review and analysis of off-site referrals to preferred providers, including sub-specialty and inpatient stays. The program shall include non-urgent hospitalization pre-certification, concurrent hospitalization review, discharge planning, and prior authorization of targeted procedures. The utilization management program shall demonstrate that use of off-site services has been appropriate (medically indicated) and the length of stay (if applicable) is neither longer nor shorter than medically indicated.

29. Staffing and Human Resources: Alluvion shall provide sufficient staff, schedules, and human resources support for operations as outlined in this agreement. On-site coverage is required 24/7, 365 days a year. An Alluvion staffing schedule example is attached hereto and incorporated herein as Exhibit A. The following is an example of what the staffing levels may be but are not intended to guarantee a set minimum or maximum number of staff:

- Medical Provider/Assistant Medical Director – 1.0 FTE
- Medical Provider – 1.0 FTE
- Registered Nurses – 5.0 FTE
- LPN/EMT/CMA/MA – 5.0 FTE
- Dental Provider and/or Hygienist – .20 FTE
- Licensed Mental Health Professionals (LCSW, LCPC, LAC) – 2.0 FTE
- Psychiatric Provider – .20 FTE
- Administrative/Clinical Support Staff – 1.5 FTE

a. Hours worked by health care personnel shall be spent primarily on-site at the Detention Facility, except as otherwise authorized by the Detention Facility. If using Telehealth for any services, coordination and agreements shall be reached with CCSO Administration.

b. The Licensed Mental Health Professional must work in accordance with the Licensed Medical Provider for med management or have prescriptive authority.

c. Alluvion employees must comply with sign-in and sign-out procedures as set forth by the Detention Facility. Additionally, they will be required to wear an identification badge while at the Facility and maintain all key control protocols.

d. Records of hours worked, and the Alluvion staff schedule will be available, upon request, to CCSO Administration for review.

e. All Alluvion employees who work in the Detention Facility must obtain the Prison Rape Elimination Act (PREA) Training.

f. All Alluvion personnel and subcontractors must pass a background check

prior to placement at the Facility, conducted by the Cascade County Sheriff's Office.

g. If Alluvion on-site employee(s) or subcontractors, if applicable, are absent from work due to illness, vacation, vacates the position, etc., Alluvion must immediately have an appropriately qualified employee backfill that position to maintain the continuity of inmate health care services. On-site staffing schedule and patterns must be maintained by Alluvion regardless of training needs, holidays, sick days, vacations, or vacancies.

30. Administrative Procedures: Alluvion's management staff (e.g., Project Manager/HSA, Medical Director, Director of Nursing) shall represent the Facility Medical Unit in discussions with local civic groups or visiting officials as mutually agreed upon by Alluvion and the Detention Facility Administrator.
31. Security: Alluvion personnel are subject to the security regulations and procedures of the Detention Facility. Alluvion personnel are subject to removal from Facility at any time for security reasons as determined by the Undersheriff, Detention Facility Administrator(s) or his/her designee.

In accordance with Facility protocols, a Detention Officer will always be present during the treatment of inmates by Alluvion personnel. Additionally, a Detention Officer will be in attendance when medical staff are providing care outside of the Medical Unit within the Facility POD's.

32. Training and Information for Facility Staff: Alluvion shall provide Facility personnel with ongoing structured health education as well as health information to include infectious disease, mental health issues, management of emergency situations and other topics required by medical standards, ACA standards, and other applicable standards.
33. Cost Containment: Off-site liability, including all medical services provided outside of the Facility for County Inmates are at the County's expense. Thus, maximization of on-site services is critical. State (DOC) and Federal inmate expenses are paid by the respective agencies.
 - a. All County inmate pharmacy costs are at the County's expense. Alluvion shall have a pharmacy partner who provides prescriptions at a reduced cost to minimize the financial impact on the CCSO Budget.
 - b. Alluvion shall, the last week of every month, submit all received invoices on costs incurred for off-site medical and pharmacy expenses to the CCSO Accountant.
34. Hazardous Waste Management: Alluvion shall be responsible for the removal and disposal of medically generated hazardous and pharmaceutical waste materials.

Removal and disposal shall be in accordance with applicable local, county, and federal rules, regulations, and codes.

35. **Insurance:** Entry into this contract is expressly conditioned that Alluvion obtains certificates of insurance indicating that the insurance requirements below listed are in force:

a. **Instructions:**

Alluvion shall not commence work under this contract until Alluvion has obtained all insurance required under this section and such insurance has been approved by the Agency or representative, nor shall Alluvion allow any subcontractors to commence work on a subcontract until all similar insurance required of the subcontractors has been so obtained and approved. Certificates of insurance shall have the County, the Cascade County Sheriff's Office and the Detention Facility named as "Additional Named Insureds" for the proposed work.

b. **Workers' Compensation Insurance and Employer's Liability Insurance:**

In accordance with MCA §§ 39-71-401 and 39-71-405, Alluvion agrees to provide workers' compensation insurance for its employees while performing work under this Agreement. Alluvion shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of the contract. Alluvion shall take out and maintain during the life of this contract the applicable statutory Workers' Compensation Insurance with an insurance company authorized to write such insurance in Cascade County and in all counties covering all Alluvion' employees, and in the case of any work sublet, Alluvion shall require its subcontractors similarly to provide statutory Workers Compensation Insurance for the subcontractors employees. All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. Alluvion agrees to furnish proof of required insurance to Cascade County prior to commencing work under this Agreement.

c. **Commercial General Liability Insurance:**

Alluvion shall maintain during the life of this contract such Commercial General Liability Insurance as shall protect Alluvion against claims for damages resulting from bodily injury, including wrongful death and property damage, which may arise from operations under this contract whether such operations be by Alluvion or by any subcontractors. Cascade County must be listed as an additional insured on the general liability insurance certificate for this Agreement. The minimum acceptable limits of liability to be provided by such

General Liability Insurance shall be as follows:

- i. Each Occurrence: \$1,000,000
- ii. General Aggregate: \$2,000,000

d. Professional Liability/Malpractice Insurance:

Alluvion shall maintain, during the life of this contract, such Professional Liability Insurance as shall protect Alluvion against claims for damages resulting from medical incidents, which may arise from operations under this contract, whether such operations are by Alluvion staff or subcontractors. If Professional/Malpractice Liability is provided on a Claims-made basis, Alluvion agrees to provide evidence of uninterrupted coverage, or an Extended Reporting Endorsement, in compliance with this section, for a period of three (3) years after the contract expires. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:

- i. Each Incident: \$1,000,000
- ii. Aggregate: \$3,000,000

e. Certificate of Insurance:

Alluvion shall furnish the Cascade County Commission with a copy of the certificate(s) of insurance evidencing policies required above. Alluvion shall give the Cascade County Commission at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the insurance policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, Alluvion shall furnish a certificate of insurance evidencing renewal of such coverage to the Cascade County Commission. The certificates of insurance shall clearly show this contract number.

f. Subcontractors Insurance:

Alluvion shall require each subcontractor to obtain and maintain during the life of the subcontract the same insurance coverage required above, including the extensions of coverage required under those paragraphs. The Cascade County Commission, depending on the particular service being performed by the subcontractor, may grant exceptions. Each subcontractor shall furnish to Alluvion two (2) copies of a certificate of insurance, and such certificate shall contain the same information required in Paragraph F above. Alluvion shall furnish one copy of the certificate to the Cascade County Commission.

36. Termination of Contract: Either party shall have the authority to submit a written recommendation to terminate the contract for default to include unreasonable nonperformance or material breach of any obligations hereunder. This recommendation shall be supported through specific documented instances. The

other party shall be provided with an opportunity to cure the conditions within a specified and reasonable time, not to exceed thirty (30) days, and if cured, no termination shall occur. Either party shall have the option to terminate the contract without cause based upon 120 days written notice.

37. Labor, Materials and Supplies: Alluvion shall furnish all labor, materials, and supplies necessary to provide complete health care services to inmates.
38. Requirements: Alluvion, its employees and subcontractors shall maintain the following requirements throughout the contract period, including all renewal terms:
 1. Alluvion must be organized for the primary purpose of providing health care services with the ability to provide correctional health care services.
 2. Licensed and Certified: Alluvion, both corporate and individuals, must be fully licensed and certified in the State of Montana for the type of work to be performed in the Facility during the entire contract time.
 3. Any discrepancy in inventory will be documented immediately by Alluvion personnel, and a narrative of the resulting investigation and outcome will be included in the documentation. Inventory discrepancies that may present a security risk to the Facility will be reported immediately to CCSO Administration.
 4. Drug Free Workplace: The Detention Facility has adopted a Drug Free Workplace Policy. Therefore, it is unlawful to manufacture, distribute, disperse, possess, consume or use any controlled substance in the workplace, specifically in the secure Facility, to include recreational and/or medical authorized marijuana. Alluvion agrees its employees, agents or subcontractors will follow and honor the Detention Facility Drug Policy.
 5. Alluvion must maintain an open, collaborative relationship with the administration and staff of the Cascade County Sheriff's Office, and other Cascade County Medical Service Providers.
39. Compensation: Said compensation constitutes the entire contract price and Alluvion shall not be eligible to accrue benefits provided to County employees such as vacation, sick leave, or compensatory time. Alluvion shall be compensated by the County in monthly installments equivalent to one twelfth (1/12) of the annual compensation, regardless of actual daily population of the Facility. Alluvion, as an independent contractor, bears the sole responsibility for withholding any sum for income tax, unemployment insurance, social security, workers' compensation, or any other withholding required by law. The compensation is for the delivery of all professional medical services, labor, supplies, insurances and licenses necessary for completion of the scope of work as described herein, based on statutes, law and standards of care.

	% Increase	Contract Amount
2021-2022		\$1,572,000
2022-2023	3%	\$1,619,160
2023-2024	3.5%	\$1,675,831
2024-2025	4%	\$1,742,864

40. Medical Equipment and Furnishings: The County owns the existing medical equipment and office furnishings in the Medical Unit. In the event Alluvion desires additional Equipment or Furnishings with a purchase price of \$500 or less is required during the term of the contract, or any renewal term thereof, a written list of Equipment and justification of need shall be forwarded to the Undersheriff for consideration and processing. Computers and associated equipment (exclusive of network cabling) are part of the County's furnishings and will be updated according to Cascade County's IT equipment update policy, if desired by Alluvion. Equipment and Furnishings with a purchase price of more than \$500 shall be the responsibility of Alluvion. Upon contract termination, all Equipment purchased by Alluvion shall remain the property of Alluvion.
- a. Alluvion shall be required to install its own equipment and all respective accessories and software at the Facility and maintain its own secure network/Wi-Fi specific to its own company, if desired. (Telehealth would require its own network) County owned computers, printers, etc. are on-site in the Medical Unit and available to Alluvion personnel. Training may be conducted remotely and at the facility, as directed by Cascade County.
41. Compliance with Laws and Non-Discrimination: Alluvion shall comply with the policies and procedures of the Cascade County Sheriff's Office. All of Alluvion's hiring shall be on the basis of merit and qualifications, and will not discriminate against any person who performs work thereunder because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. Further, Alluvion shall comply with all federal, state, and local laws, rules and regulations, including but not limited to, the Americans with Disabilities Act.
42. Wage & Labor: Pursuant to MCA § 18-2-401(11)(a), a "public works contract" is defined as "a contract for construction services let by the state, county, municipality, school district, or political subdivision or for non-construction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000." Alluvion shall be required to determine if the scope of work and services provided herein constitute a public works contract, necessitating Montana resident preferences and prevailing wage rates which would apply to this work and

Contract. Alluvion and any and all subcontractors at any level or tier of work shall give preference to the employment of bona fide Montana residents in the performance of the work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provision in effect and applicable to the County or locality in which the work is being performed (MCA § 18-2-403). At least 50% of the workers, as defined by the Department of Labor and Industry (DOLI), must be bona fide Montana residents (MCA §§ 18-2-401, 18-2-402). The Commissioner of the DOLI has established the standard prevailing rate of wages in accordance with MCA §§ 18-2-401 and 18-2-402. A copy of the rates entitled "State of Montana, Prevailing Wage Rates" are available online at Montana DOLI website at montana.gov. The Commissioner of the Montana DOLI has established the resident requirement in accordance with MCA § 18-2-409. Alluvion and any and all subcontractors at any level or tier of the work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the work to DOLI. Alluvion and any and all subcontractors at any tier or level of the work, and as determined by the Montana DOLI, shall classify all workers in accordance with the State of Montana, Prevailing Wage Rates. In the event Alluvion is unable to classify a worker in accordance with these rates, it shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid. It is not the responsibility of Cascade County to determine who classifies as Alluvion or any other persons involved in any aspect of the work at any tier or level. All such determinations shall be the sole responsibility of Alluvion, subcontractors, or any other persons involved in the project at any tier or level. Alluvion is further required to maintain payroll records in a manner readily capable of being certified for submission under MCA § 18-2-423, for not less than three (3) years after Alluvion's completion of work on the project. Alluvion is also required to post a statement of all wages and fringe benefits in a visible and accessible location in compliance with MCA § 18-2-423.

43. Choice of Law: Alluvion and Cascade County agree that jurisdiction and proper venue exist in the Eighth Judicial District, Cascade County, Montana located in Great Falls, Montana. This Agreement will be construed under and governed by the laws of the State of Montana. The parties shall bear their own costs and attorney fees in any dispute regarding this Agreement.
44. Taxes: In the event the Internal Revenue Services ("IRS") should determine Alluvion is, according to IRS guidelines, an employee subject to withholding and social security contributions, Alluvion shall acknowledge that all payments to Alluvion are gross payments and Alluvion is responsible for all income taxes and social security payments received prior to such IRS determination.
45. Records: Alluvion shall maintain sufficient records incidental to the performance of this Agreement to enable Cascade County to document the performance of the Agreement. Alluvion shall allow access to those records by the Cascade County

Sheriff's Office, the County Attorney's Office, and the County Auditor, any independent auditor employed by Cascade County and to representatives of the state or federal government. Records shall be retained for at least seven (7) years after expiration or termination of this Agreement.

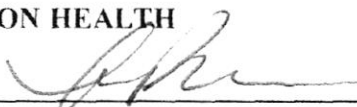
46. Public Access to Information: Alluvion acknowledges that the County is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety.
47. Sovereign Immunity: Cascade County, and any of its respective divisions of local government, acting through the Cascade County Board of Commissioners does not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to them as a local governmental entity under MCA § 2-9-111 and all other state laws.
48. Indemnification: Alluvion shall defend, indemnify, and hold harmless Cascade County, its officers, agents, employees, successors, and assignees from all claims, liabilities, causes of action or judgments, including the costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Alluvion, its employees, agents, successors, and assignees.

Cascade County shall defend, indemnify, and hold harmless Alluvion, its employees, agents, successors, and assignees from all claims, liabilities, demands, cause of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Cascade County, its officers, agents, employees, successors, and assignees.
49. Successor Interests: This Agreement shall be binding on and inure to the benefit of the parties, their successors, and assigns.
50. Nonassignable and Nondelegable: The services required to be performed hereunder by Alluvion shall not be assigned or delegated to third party.
51. Entire Agreement and Modification: This Agreement, including the Staffing Schedule attached hereto as Exhibit A, represents the entire understanding of the parties and supersedes any and all prior agreements or negotiations. This Agreement may not be modified unless said modification is reduced to writing and executed by both parties.

52. Waiver: Failure of either party to enforce any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of such party to thereafter enforce each and every provision of this Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other subsequent breach of any provision of this Agreement.
53. Notice: Any notice given hereunder shall be in writing and served either personally or via certified mail to the address of the party set forth on the first page of this Agreement. Each party shall notify the other in writing of any change in address. Notice served by mail will be deemed complete when deposited in the United States Mail.
54. Severability: If any part of this Agreement is hereafter held to be void, illegal, or unenforceable, the validity of the remaining portions or provisions will remain in effect.

IN WITNESS WHEREOF, the authorized representative of the parties hereto have affixed their signatures on the date appearing beside their respective signatures.

ALLUVION HEALTH


Authorized Signature

Printed Name

Title


STATE OF Montana)

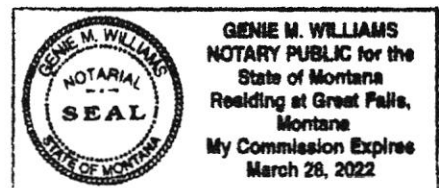
:SS

County of Cascade)

This instrument was signed or acknowledged before me by Trista Besich, a representative of Alluvion Health on this 13th day of April, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.


Notary Public for the State of Montana



Residing at Cascade County
My Commission expires: 03-23-2022

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

ATTESTATION

On this _____ day of _____, 2021, I hereby attest the above-written signatures
of the Cascade County Board of County Commissioners.

Rina Fontana Moore, Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON
BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR
ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM
A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY
ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

ALLUVION HEALTH

Alluvion Health Staffing Schedule

		Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total Hours of Coverage	FTE's	Total FTE
Administrative	Day		12	12	12	12	12		60	1.5	1.5
	Mid										
	Night										
Med Dir/Med Provider	Day	10	10	10	10	10	10	10	70	1.8	2.0
	Mid										
	Night	Call-based	Call-based	Call-based	Call-based	Call-based	Call-based	Call-based			
RN	Day	12	8	8	8	8	8	12	64	1.6	4.0
	Mid		7	7	7	7	7		35	0.9	
	Night	12	8	8	8	8	8	12	64	1.6	
LPN	Day		8	8	8	8	8		40	1.0	2.0
	Mid		8	8	8	8	8		40	1.0	
	Night										
Medical Assistant	Day	12	8	8	8	8	8	12	64	1.6	3.0
	Mid		8	8	8	8	8		40	1.0	
	Night	12						12	24	0.6	
Psych NP	Day					8			8	0.2	0.2
	Mid										
	Night										
Behavioral Health	Day		8	8	8	8	8		40	1.0	2.0
	Mid		8	8	8	8	8		40	1.0	
	Night										
Dental Provider	Day			8					8	0.2	0.2
	Mid										
	Night										
Dental Hygienist	Day			8					8	0.2	0.2
	Mid										
	Night										
Totals		58	93	109	93	101	93	58	605	15.1	15.1

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Buildings for Lease or Rent

PRESENTED BY: Sandor Hopkins, Planner

GENERAL INFORMATION

APPLICANT: Keith Schermele for Ranch Development, LLC 401 3rd Ave N, Great Falls, MT 59405

PROPERTY LOCATION: Lot 4, Block 1 of the Foothills Ranch Commercial Subdivision, in Section 13, Township 20 North, Range 04 East, P.M.M., Cascade County, MT

EXISTING ZONING: Commercial (C) District

REQUESTED ACTION: Review of Buildings for Lease or Rent

EXISTING LAND USE: Undeveloped

SURROUNDING ZONE AND USE: North: US Hwy 89, Commercial District, Undeveloped
South: Suburban Residential 2 District, Undeveloped
East: Commercial District, Undeveloped
West: Suburban Residential 2 District, Undeveloped

BACKGROUND INFORMATION

The County adopted the Buildings for Lease or Rent (BLR) Regulations on November 12, 2013 by Resolution No. 13-93. The Applicant and Property Owner requests approval to build four (4) mini-storage building with 130-units total. These buildings are not exempt under the BLR Regulations, and requires the approval from the Board of County Commissioners.

FACTS

1. Access to the mini-storage facility is via Sapphire Lane and Granite Hill Lane. Sapphire Lane is currently under construction. Both roads are privately owned and maintained.
2. The proposed mini-storage facility will receive law enforcement services from the Cascade County Sheriff's Office and fire protection services from the Sand Coulee Volunteer Fire Department. Approval of a Fire Suppression Cistern, appurtenances, approach, and easement by the Sand Coulee Volunteer Fire Department was a Condition of Approval for the Foothill Ranch Commercial Subdivision (Condition 14). As of writing this report, the fire suppression system has not been constructed and has not been tested and approved

by the Sand Coulee Volunteer Fire Department. A bond was taken out by the developer at the time of Final Plat Approval to cover this requirement. However, an existing fire cistern is located approximately 500 feet west of the subject property.

3. The Applicant is requesting a review of Buildings for Lease or Rent for four (4) mini-storage buildings containing a total of 130 units. The Applicant also proposes an on-site office building as shown on the proposed site plan as part of the storage facility, but is not subject to this review.
4. The proposed mini-storage buildings contain the following units and square-feet:
 - Two mini-storage buildings will be 200 feet long by 30 feet wide, and house 45 units each.
 - One mini-storage building will be 150 feet long by 40 feet wide and house 30 units.
 - One mini-storage building will be 140 feet long by 40 feet wide and house 10 units.
5. Proposed buildings will meet the Commercial District's setbacks from property lines: fifteen (15) feet from the front, ten (10) feet from the rear, and six (6) feet from the sides.
6. A Certificate of Subdivision Plat Approval (COSA) for Lot 4, Block 1 of the Foothill Ranch Commercial Subdivision has been approved by The Montana Department of Environmental Quality (DEQ). The mini-storage buildings proposed are not connected to water or wastewater facilities. Septic Permit # 061-21 has been issued for the water and wastewater facilities for the office.
7. The building is not located in the Regulated Flood Hazard Area.

FINDINGS

1. The proposed buildings for lease or rent, as submitted or conditioned, complies with the BLR Regulations and other regulations applicable to the property, and avoid or minimize potential significant impacts on the physical environment and human population in the area affected by the buildings for lease or rent.
2. No water, wastewater, and solid waste facilities are needed or will be utilized to serve the buildings for lease or rent.
3. There is adequate access to the site to serve the buildings for lease or rent.
4. There is adequate emergency medical, fire protection, and law enforcement services available to serve the buildings for lease or rent.
5. Floodplain Regulations are inapplicable.

CONCLUSION

This proposed mini-storage facility will meet the requirements of the Cascade County Subdivision, Zoning, and BLR Regulations if approved as conditioned.

RECOMMENDATIONS

Two motions have been provided for the Board's consideration:

1. "I move the Cascade County Board of Commissioners, after consideration of the Staff Report, that the two (2) mini-storage buildings with 45 units each, one (1) mini-storage buildings with 30 units, and one (1) mini-storage building with 10 units located on Parcel# 2645640 with Geocode 02-3016-13-4-01-07-0000, legally described as Lot 4, Block 1 of the Foothills Ranch Commercial Subdivision in Section 13 Township 20 North, Range 04 East, P.M.M., Cascade County, MT, be **deny**;

or

2. "I move the Cascade County Board of Commissioners **adopt** the Staff Report, and **approve** the two (2) mini-storage buildings with 45 units each, one (1) mini-storage building with 30 units, and one (1) mini-storage building with 10 units on Parcel# 2645640 with Geocode 02-3016-13-4-01-07-0000, legally described as Lot 4, Block 1 of the Foothills Ranch Commercial Subdivision in Section 13 Township 20 North, Range 04 East, P.M.M., Cascade County, MT, subject to the following conditions:

1. The Applicant shall obtain any necessary addresses from the GIS Department.
2. The Applicant must obtain any other required Federal, State or County permits and comply with the regulations associated with any other permits and approvals.

Attachments:

1. Location Conformance Permit Application
2. Buildings for Lease or Rent Application
3. Vicinity & Zoning Maps
4. Septic Permit # 061-21
5. Foothills Ranch Commercial Notice of Conditional Approval
6. Commissioners Approval Form

cc: Ranch Development, LLC
Cascade County Attorney's Office



Cascade County Location/Conformance Permit Application

Cascade County Planning Department
121 4th St N, Suite 2H/I
Great Falls, MT 59401
Phone: 406-454-6905 | Fax: 406-454-6919

Permit No: _____
App. No.: L/C 083-2021
Applied Date: 03/03/2021

General Information

A Location/Conformance (L/C) Permit is required: (1) for all changes of land use and commercial activities within Cascade County jurisdiction and (2) prior to the construction of all buildings and structures two-hundred (200) square feet or larger on all lands within Cascade County jurisdiction. L/C Permits are not required for "site preparation," as defined in the Cascade County Zoning Regulations (CCZR). L/C Permits are to be issued for one use and are required for each tract of land. Legally issued L/C Permits shall expire one year after the date of approval if construction or the use permitted has not started. A one-time-only twelve (12) month extension may be granted by the Zoning Administrator upon request. L/C Permit applications require a non-refundable application fee of fifty dollars (\$50.00) unless non-site preparation work started prior to the issuance of an L/C Permit; post-work projects require a non-refundable application fee of two hundred dollars (\$200.00).

Project Information

Project Address		<input checked="" type="checkbox"/> Needs an Address (This is an additional \$25 fee)		
Estimated Project Value (\$)		500,000		
Property Description	Legal Description	Section S13 Township T20 Range R04 E COS No.		
	Subdivision	Foothills Ranch Commercial		
	Part, Tract, Block, Lot Descriptors...	Block 001, Lot 004, PL 2014-11		
	Parcel No.	0002645640	Geocode	02-3016-13-4-01-07-0000
Total parcel area		13.36	Unit: <input checked="" type="checkbox"/> Acres <input type="checkbox"/> Square Feet	
Property Owner	Name	Keith Schermele, Nate Hoines, Ranch Development LLC		
	Address	401 3rd Ave N, Great Falls, MT 59401		
	Phone Number	406-899-7744		
Applicant (Contractor, Engineer, etc. that is filling out this form)	Name	Michael Zook		
	Address	401 3rd Ave N, Great Falls, MT 59405		
	Phone Number	406-799-1892		
	Email	zook21@hotmail.com		
	Preferred Method of Contact	Phone / Email		
Application Type	<input type="checkbox"/> Change of use <input checked="" type="checkbox"/> New build <input type="checkbox"/> Alteration			
	Previous use:	Vacant		
Use Type	<input type="checkbox"/> Single-family Residential <input type="checkbox"/> Multi-family Residential <input type="checkbox"/> Public/NGO			
	<input type="checkbox"/> Duplex <input type="checkbox"/> Mobile Home <input checked="" type="checkbox"/> Sign			
	<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Registered Premise			
	<input type="checkbox"/> Garage/Shop/Barn <input type="checkbox"/> Home Occupation <input type="checkbox"/> Other: _____			
Structures	Number of existing structures	0	Total existing structure area (sq. ft.)	0
	Number of proposed structures	5	Total proposed structure area (sq. ft.)	24,080
	Total area of alteration (sq. ft.)			
Water/Waste	Type of sewage disposal	Septic	Source of water supply	Cistern

Project Description:

Storage development project consisting of 4 self storage buildings and 1 office building.

Submission Checklist

Location/Conformance Permit Applications shall be submitted to the Cascade County Planning Department for review. The following checklist must be completed and signed by the Applicant before this Application can be reviewed. All supporting permits and forms must be attached.

☒ A site plan containing the following information:

- ☒ A scale not less than one-inch equals one-hundred feet (1" = 100').
- ☒ Name and address of the Applicant.
- ☒ Legal description and boundary lines of property being considered for review.
- ☒ Existing and proposed land use upon the site.
- ☒ Names of owners and existing land use on adjacent property.
- ☒ Location, size, dimensions and uses of existing and proposed buildings and improvements.
- ☒ Location and description of existing and proposed utilities.
- ☒ Location and dimensions of curb cuts and access points.
- ☒ Location, size, dimensions, and number of off-street parking spaces, including on-site vehicular driveways and type of surface improvements.
- ☒ Location and type of existing and proposed landscaping or buffering.
- ☒ Location, type, and height of existing and proposed fencing and screening.
- ☒ Location, type, and height of sight-obscuring improvement surrounding areas of storage for raw materials, finished products, machinery, and equipment.

☐ Floodplain Permit (attached). This is required if the project is in a regulated floodplain.

☐ Approach Permit (attached). This is required if the proposed approach is from a county or state road.

☐ Subsurface Wastewater Treatment System Permit (attached). This is required for projects installing a septic system, re-utilizing a pre-existing septic system, or increasing the capacity of a pre-existing septic system on the subject property.

☐ General Permit for Small Municipal Separate Storm Sewer Systems (MS4) Permits (attached). This is required for projects that will disturb an acre or more of land.

Attestation Statement and Signature

I hereby certify that the information given herein is true and correct to the best of my knowledge. There are no restrictions placed upon my property which would prohibit the issuance of this permit. If there are any restrictions, then this permit shall become null and void. I hereby grant permission to any Cascade County Zoning Official to enter my property to inspect for compliance with the County Zoning Regulations in relation to this application.

Signature of Applicant: _____

Date: _____

3-30-21

Signature of Property Owner: _____

Date: _____

3-31-21



BUILDINGS FOR LEASE OR RENT APPLICATION

Cascade County Planning Department
121 4th St No, STE 2H/I, Great Falls MT 59401
Phone: 406-454-6905 | Fax: 406-454-6919

\$400.00 Non Refundable Application Fee Required

Payment: Check (#) 200 Cash

OFFICE USE ONLY

Date Application Received: 03/31/2021

BLR 003-2021

Type of Development: Storage Units

Name of Owner/Applicant: Keith Schermele / Ranch Development LLC Phone: 406-899-7744

Mailing Address: 401 3rd Ave North City: Great Falls State: Zip: 59401

Proposed Development: Self Storage Development

Legal Description: NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section S13 Township T20 Range R04 E

Geo-Code: 02-3016-13-4-01-07-000 Parcel: 0002645640

1. Application Requirements:

- A. A copy of the deed or other legal description of the real property.
- B. Evidence of the landowner's title and interest in the land for which the application is being made.
- C. A site plan showing:
 - i. North arrow and scale bar (minimum scale of 1:20);
 - ii. Property boundaries;
 - iii. Existing and proposed onsite and adjacent offsite streets, roads, and easements that will serve the proposal;
 - iv. Existing and proposed access to the subject property;
 - v. Pertinent geographic features of the subject property, including any significant topographical features and designated floodplain;
 - vi. Location of existing and proposed water, wastewater and solid waste facilities serving the subject property;
 - vii. The location of existing and proposed buildings or structures on the subject property.

- D. A detailed narrative of existing and proposed buildings and their location on the subject property, including the uses proposed for each and the approximate floor area and ground coverage of each building.
- E. A detailed narrative of the proposed water, wastewater, and solid waste disposal facilities intended to serve the buildings for lease or rent.
- F. A detailed narrative of the emergency medical, fire, and law enforcement services proposed to serve the buildings for lease or rent.
- G. A detailed narrative describing the existing and proposed access to and from the site, as well as the onsite circulation providing access to the existing and proposed buildings for lease or rent.
- H. A detailed narrative assessing the potential significant impacts on the surrounding physical environment or human population as a result of the proposed building for lease or rent, including a description of any proposed mitigation measures to avoid or minimize impacts anticipated.

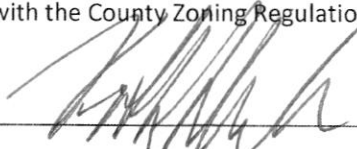
2. Review Process

- A. Upon receipt of an application along with all applicable fees, the administrator shall, within ten (10) working days, determine whether the application is complete and notify the applicant in writing.
- B. If the application is incomplete, the administrator shall identify, in writing, any missing materials or insufficient information necessary to conduct the required review.
- C. If the application is complete, the administrator shall complete review of the application and the governing body shall approve, conditionally approve, or deny the application within sixty (60) working days. The timeframe may be extended upon mutual agreement, in writing, by the applicant and the governing body. Review and approval, conditional approval, or denial of an application for the creation of buildings for lease or rent pursuant to this section must be based upon the regulations in effect at the time an application is determined to be complete.
- D. The governing body shall provide written notification to the landowner of the approval, conditional approval, or denial of the application within 60 working days after determining the application was complete.

Please note that all projects that disturb an acre or more are required to obtain a General Discharge Permit for Stormwater Associated with Construction Activities from the Department of Environmental Quality.

ATTEST: I hereby certify that the information given herein is true and correct to the best of my knowledge. There are no restrictions placed upon my property which would prohibit the issuance of this permit. If there are any restrictions, then this permit shall become null and void. I hereby grant permission to any Cascade County Official to enter my property to inspect for compliance with the County Zoning Regulations in relation to this application.

Applicant Signature: _____



Keith Schermele

Date: 3/29/21

3/29/21

Signature of Owner / Printed Name _____

Date _____

The application must be signed by the owner of the land proposed for lease or rent.

March 29th, 2020

Cascade County Planning
121 4th St N, STE 2H/I
Great Falls, Montana 59401

RE: Building for Lease or Rent Application for the Foothills Self-Storage located on S13-T20-R04 E, Block 001, Lott 004, PL 2014-11, Geo-code 02-3016-13-01-07-000 in Cascade County, Montana.

Dear Planner:

Keith Schermele / Ranch Development LLC owns the above referenced parcel east of Great Falls in the Foothills Ranch Commercial Subdivision. Mr. Schermele plans to construct four covered buildings to provide space for self-storage. Foothills Self-Storage will provide 130 enclosed units with exterior access.

The following are attached for review per application requirements:

- Application for Building for Lease or Rent
- Project Narrative
- Site Plan

**Project Narrative
Foothills Self-Storage**

Owner: Keith Schermele / Nate Hoines / Ranch Development LLC

Project Name: Foothills Self-Storage

Number of Units: 120

Legal Description: S13-T20-R04 E

Geo-Code: 02-3016-13-4-01-07-000

The following material is provided as required by Cascade County Buildings for Lease or Rent regulations.

Keith Schermele and Nate Hoines are partners in Ranch Development, LLC. The property is legally described as S13-T20-R04 E, Cascade County, Montana. Mr. Schermele and Mr. Hoines are proposing to construct a self-storage facility to provide safe, secure, and convenient storage for residents in the area. Access to the proposed storage facility will be by way of an approach off of the Ranch Development Commercial Road, Sapphire Lane. The project will consist of four self-storage buildings and one office building.

Existing Conditions:

The 13.368 acre site is situated in the Foothills Commercial Subdivision, approximately 2 miles east of Great Falls, Montana. The property is zoned Commercial in Cascade County, Montana. Land surrounding the proposed storage facility consists of mostly unoccupied commercial lots in the Commercial Subdivision and agricultural lands. Topography of the area is generally flat with slightly rolling hills. Currently, the property is vacant with no improvements.

Proposed Improvements:

Proposed improvements for the Foothills Self-Storage facility will consist of four covered storage buildings. Two buildings will be 200 feet long by 30 feet deep, housing 45 units each. The third building will be 150 feet long by 40 feet deep, housing 30 units. The fourth building will be 140 feet long by 40 feet deep, housing 10 units. Additionally, a small office building will be constructed providing space for the onsite manager to run the facility. The office building is not part of the Building for Lease or Rent Review.

Onsite circulation around buildings as well as the access road to the facility will consist of gravel surfacing. As shown on the attached site plan, the drive aisles within the facility will be 25' wide between buildings, 35' wide on the end of buildings, and 40' wide in front of the main entrance to allow two-way traffic. Applicable signage and markings will be used to control traffic movement through the site.

Other improvements will consist of a perimeter security fence with two gated entry points with access into the proposed facility via keypad.

Summary of Water and Wastewater Facilities:

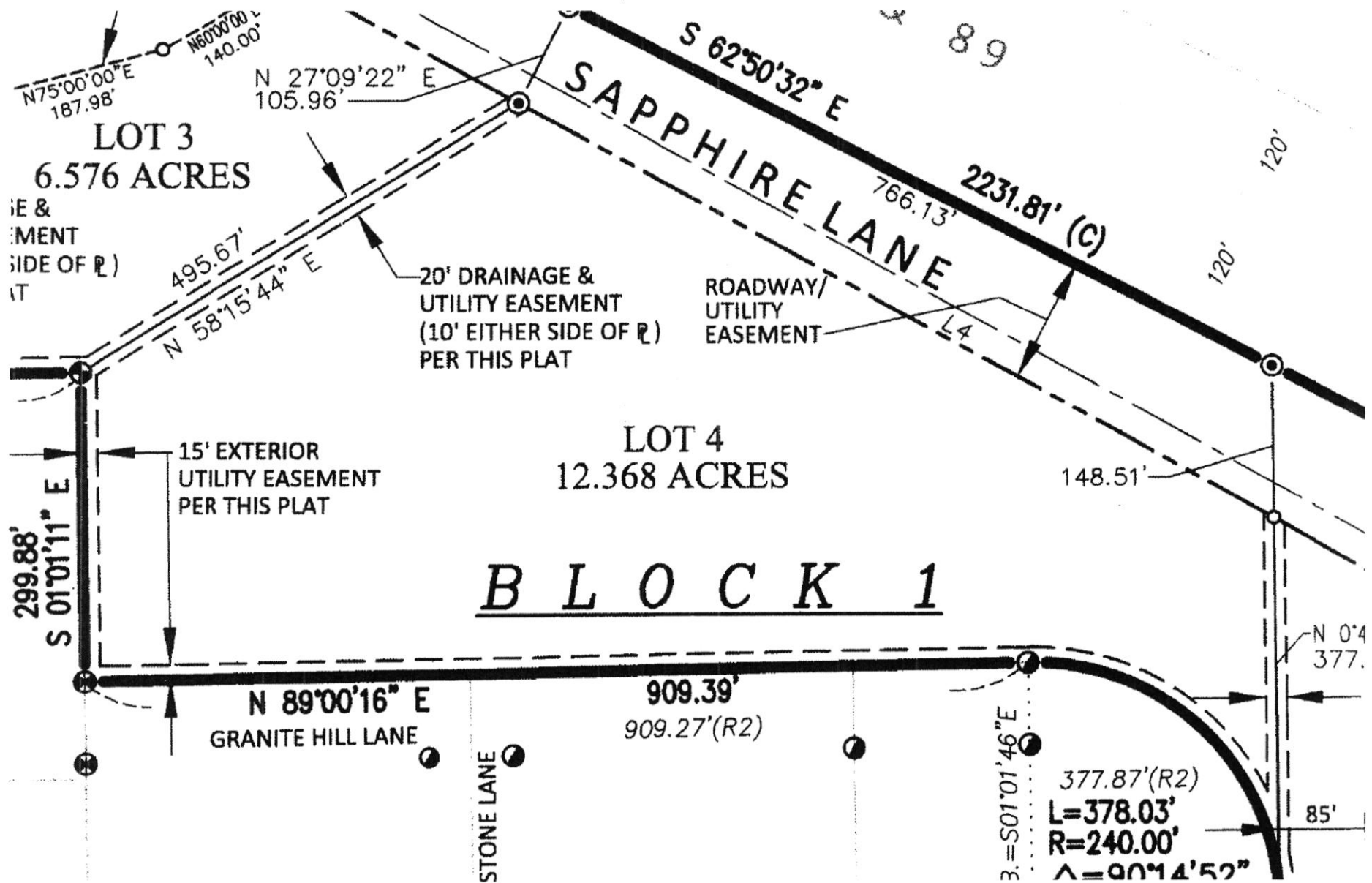
The site office building will be the only building proposed to connect to water and wastewater facilities. Water will be provided by a cistern located on the northwest corner of the property. The office building will be served by an onsite gravity fed drain field sized to accommodate the office bathroom. The septic tank will be located where it is readily accessible for inspection, maintenance, and pumping. The proposed drain field will be designed and constructed per Montana DEW and Cascade County regulations.

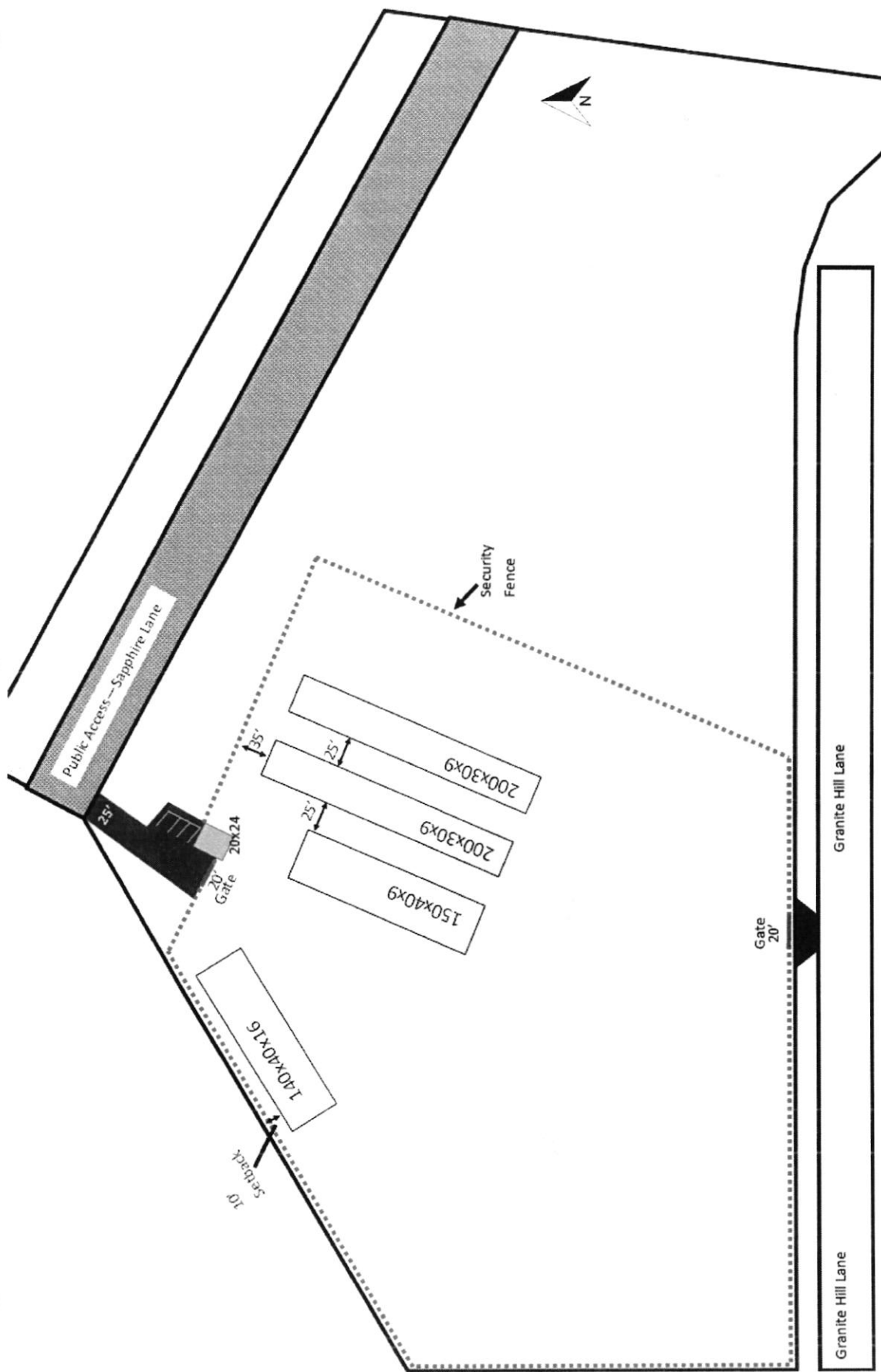
Summary of Emergency Services:

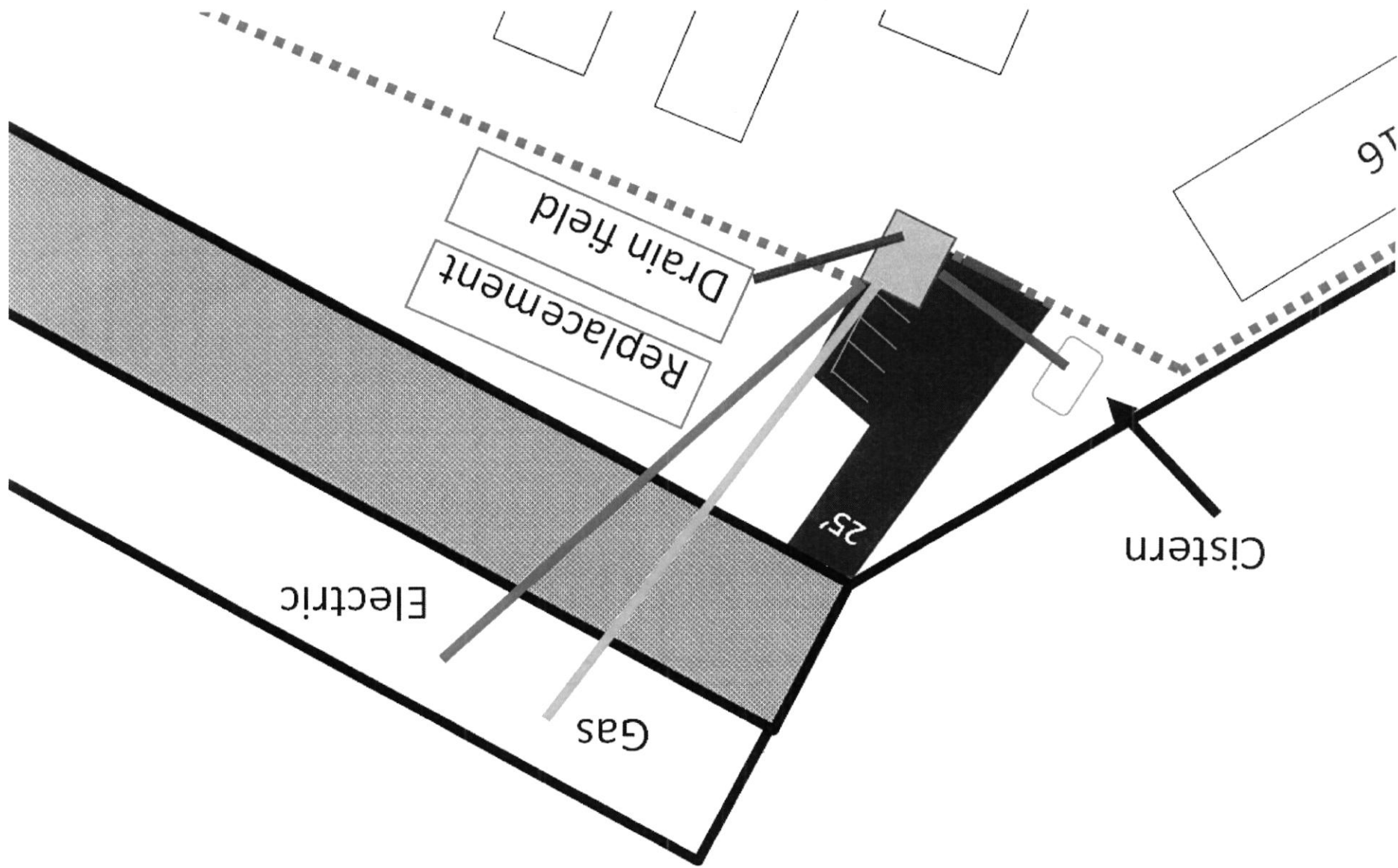
The proposed Foothills Self-Storage facility is roughly 6.1 miles from the nearest rural fire district station located in Sand Coulee, Montana. The Cascade County Sheriff's office will serve the Foothills Self-Storage from its headquarters at 3800 Ulm North Frontage Road, Great Falls, Montana. Emergency medical assistance, fire protection, and law enforcement are able to respond to the site in a timely matter.

Summary of Potential Impacts:

No potential impacts have been identified based on the criteria outlined within the Building for Lease or Rent regulations. The neighboring lots to the east and west are undeveloped lots zoned commercially. This particular project will not affect the existing characteristics of the area. Construction activities have the potential to cause temporary dust impacts. Efforts will be made during construction to minimize this temporary inconvenience. No additional potentially significant impacts have been identified and no migration is proposed.







Order No.:
Parcel No.: 2626900, 2625900, 2644500

WARRANTY DEED
(Joint Tenancy)

FOR VALUE RECEIVED,

Todd Martin, Keith Schermele, Nathan Hoines and Michael Pursley, hereinafter called Grantors,
does hereby grant, bargain, sell and convey unto

Ranch Development, LLC

whose address is: **P.O. Box 829, Great Falls, MT 59403-0829**

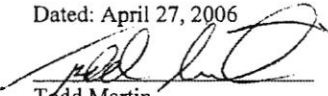
hereinafter called Grantees, the following described premises, in **Cascade County, Montana**, to-wit:


That portion of the S½ of Section 13, and portions of the E½ of Section 14 and portions of the NE1/4 of Section 23, Township 20 North, Range 4 East, P.M.M. Cascade County, Montana, being Tract 1, Certificate of Survey No. 3466, as filed January 26, 1998, records of Cascade County, Montana.

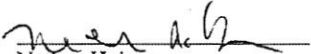
SUBJECT TO Covenants, Conditions, Restrictions, Provisions, Easements and encumbrances
apparent of record.

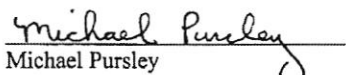
TO HAVE AND TO HOLD, the said premises, with its appurtenances unto the said Grantees, as
joint tenants with the right of survivorship (and not as tenants in common) and to the heirs and
assigns of the survivor of said named tenants forever. And the said Grantor does hereby covenant
to the Grantees, he is the owner in fee simple of said premises; that they are free from all
encumbrances except for taxes and assessments for current and subsequent years and he will warrant
and defend same from all lawful claims whatsoever

Dated: April 27, 2006


Todd Martin

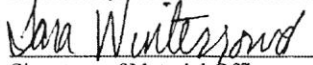

Keith Schermele


Nathan Hoines


Michael Pursley

State of Montana
County of Cascade

This instrument was acknowledged before me on the 27th day of April, 2006, by Todd Martin, Keith
Schermele, Nathan Hoines and Michael Pursley.


Signature of Notarial Officer
Printed Name Tara Winterrond
Notary Public for the State of Montana
Residing in Great Falls
My Commission Expires: 8-27-06



RETURN TO: Ranch Development, LLC, P.O. Box 829, Great Falls, MT 59403-0829



CASCADE COUNTY, MT UD

R0125256
Page: 1 of 1
04/28/2006 04:41P
11.00 By: RKIRKEGAARD

AND WHEN RECORDED MAIL TO:
Grantee

Filed for Record at Request of:
First American Title Company

Space Above This Line for Recorder's Use Only

Order No.: 159091-GF
Parcel No.: [?]

WARRANTY DEED

FOR VALUE RECEIVED,

Mike Pursley

hereinafter called Grantor(s), do(es) hereby grant, bargain, sell and convey unto

Ranch Development, LLC

whose address is: **104 4th St N Ste 200, Great Falls, MT 59401**

Hereinafter called the Grantee, the following described premises situated in **Cascade County, Montana**,
to-wit:

Township 20 North, Range 4 East, M.M.

Section 13: All that portion of the S $\frac{1}{2}$ lying South of U.S. Highway No. 87-89 being the highway described in that certain easement from Great Falls Meat Company to State of Montana recorded in Volume 161 of Deeds, Page 216.

Section 14: NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, and that portion of the NW $\frac{1}{4}$ lying Southerly and Easterly of the following described line, to-wit:



R0125027

Page: 1 of 4
04/28/2006 03:39P
28.00 By: PCARRICO

CASCADE COUNTY, MT WD

Beginning at the Southwest corner of the NW¼NW¼ of said Section 14; running thence East 660 feet to a point; thence North 1188.0 feet to a point; and thence South 62°19'30" East to the East boundary line of the NW¼ of said Section 14 (said last described course being the North boundary line of an abandoned portion of U.S. Highway 87-89), except that part of the said real property described in that certain judgment and decree, duly given and made in the United States District Court for the District of Montana, Great Falls Division, wherein United States of America was plaintiff and Walter Kennedy and others were defendants, a certified copy of which judgment was recorded in the office of the County Clerk and Recorder of Cascade county, Montana, on December 24, 1943 at 2:35 p.m. in Volume 11 of Orders and Decrees, Page 405

AND

All that portion of the S½NE¼ and of the NE¼SE¼ of Section 14 lying South of U.S. Highway No. 87-89, being the highway described in that certain easement from Great Falls Meat Company to State of Montana recorded in Volume 161 of Deeds, Page 216 including, nevertheless, all that part of said highway lying the S½NE¼ of said Section 14, now abandoned.

BUT EXCEPTING from the S½NE¼ of Section 14 that part condemned for highway purposes as is recorded in Volume 11 of Orders and Decrees, Page 271.

ALSO EXCEPTING from Section 14, that part deeded to Zollie Kelman and George A. Wargo by Warranty Deed recorded February 10, 1970 on Reel 62, under Document 7879.

ALSO EXCEPTING from Section 14, that part deeded to Joe H. Seipel and Jean M. Seipel, in Warranty Deed recorded August 4, 1999, on Reel 324, under Document 554, and being Lot 1, Block 1, Certificate of Survey No. 3671.

ALSO EXCEPTING from Section 14, that part deeded to Todd Martin and Jamie Martin, in Warranty Deed recorded January 29, 2004, as Instrument No. R0075775.

Section 23: N½, N½S½, S½SE¼

Section 24: All that portion of the NE¼NE¼ lying South of U.S. Highway No. 87-89, being the highway described in that certain easement from Great Falls Meat Company to the State of Montana, recorded in Book 161 of Deeds, Page 216; and SE¼NE¼, W½NE¼, SE¼, W½

BUT EXCEPTING from Section 24, that part deeded to Glen W. Lemeur, etux, in Warranty Deed recorded September 7, 2001, as Instrument No. R0013029, and as shown on Certificate of Survey No. S0003875, records of Cascade County, Montana.

BUT EXCEPTING from Section 24, that part deeded to Thomas J. Annau by Warranty Deed recorded June 20, 2003, as R0057678, and shown on Certificate of Survey No. S0004070, records of Cascade County, Montana.

BUT EXCEPTING from Section 24, that part deeded to Thomas J. Annau and Heidi R. Annau by Warranty Deed recorded July 13, 2004 as R0086612 and re-recorded August 16, 2004 as R0088823, and shown on Certificate of Survey No. S0004180.

BUT EXCEPTING from Section 24, that part deeded to Todd Martin, Nathan Hoines, Mike Hanson and Keith Schermele by Warranty Deed recorded May 26, 2004 as R0083368, and shown on Certificate of Survey No. 3466.

BUT EXCEPTING from Section 24, that part deeded to Anzarina F. Moore by Warranty Deed recorded November 1, 2004 as R0093564, and shown on Certificate of Survey No. S0004205.

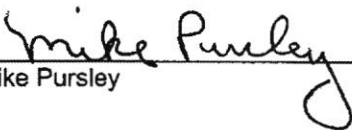
BUT EXCEPTING from Section 24, that part deeded to Glen W. Le Meur and Gail A. Le Meur by Warranty Deed recorded November 12, 2004 as R0094167, and shown on Certificate of Survey No. S0004210.

AND FURTHER EXCEPTING that portion of Sections 13, 14, and 23, in said Township and Range, shown and described as Tract 1, Certificate of Survey No. 3466, and being described hereinafter as Parcel B.

Section 26: NE $\frac{1}{4}$ NE $\frac{1}{4}$

SUBJECT TO covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of record.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantees and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all lawful claims whatsoever.


Mike Pursley

Dated: 04/25/2006



R0125027

Page: 3 of 4

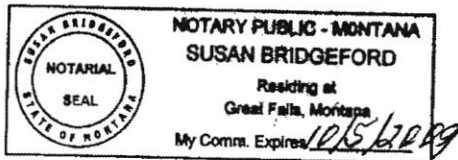
04/26/2006 03:39P

CASCADE COUNTY, MT WD

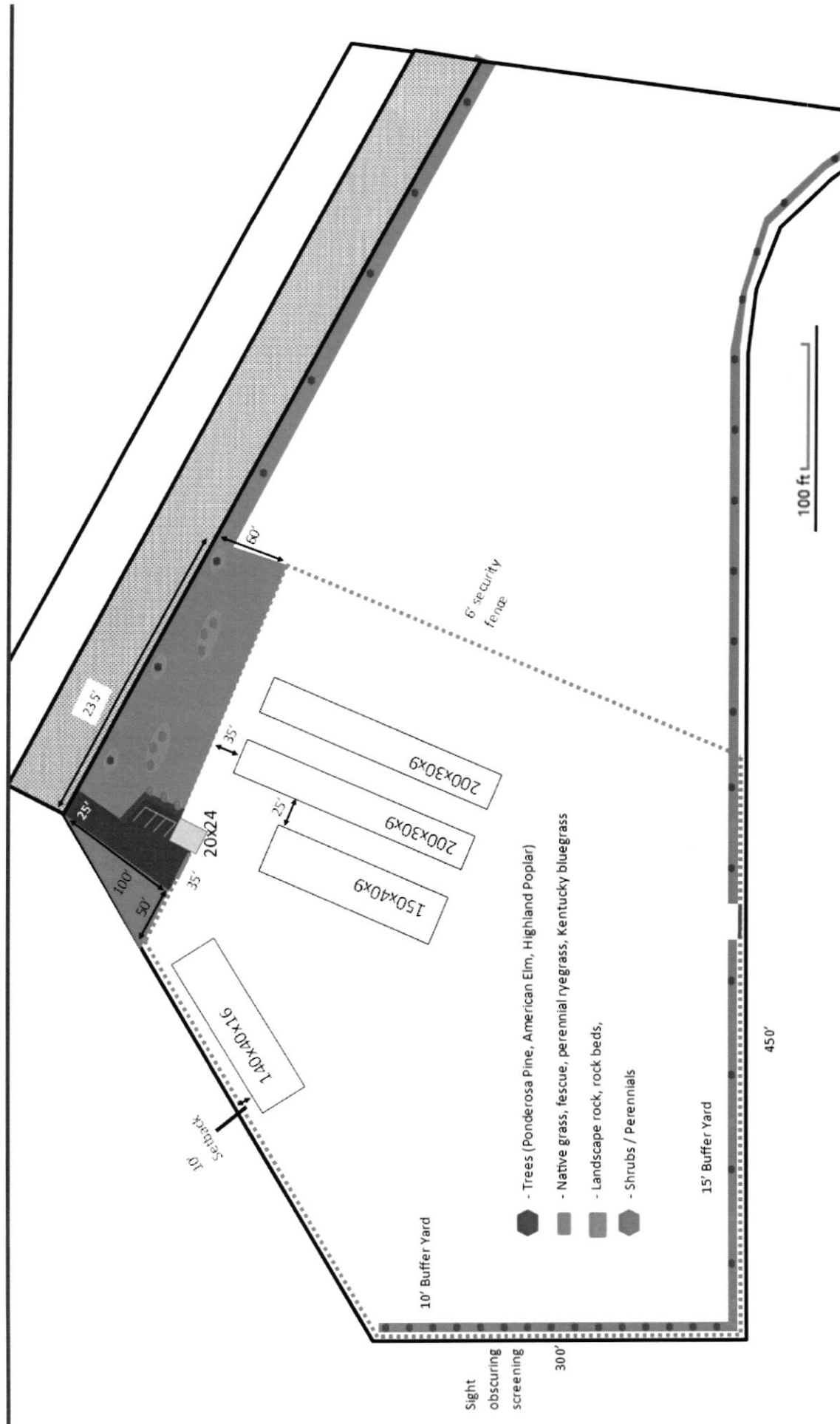
28.00 By: PCARRICO

STATE OF Montana)
) SS.
COUNTY OF Cascade)

This instrument was acknowledged before me on April 25, 2006, by **Mike Pursley**.

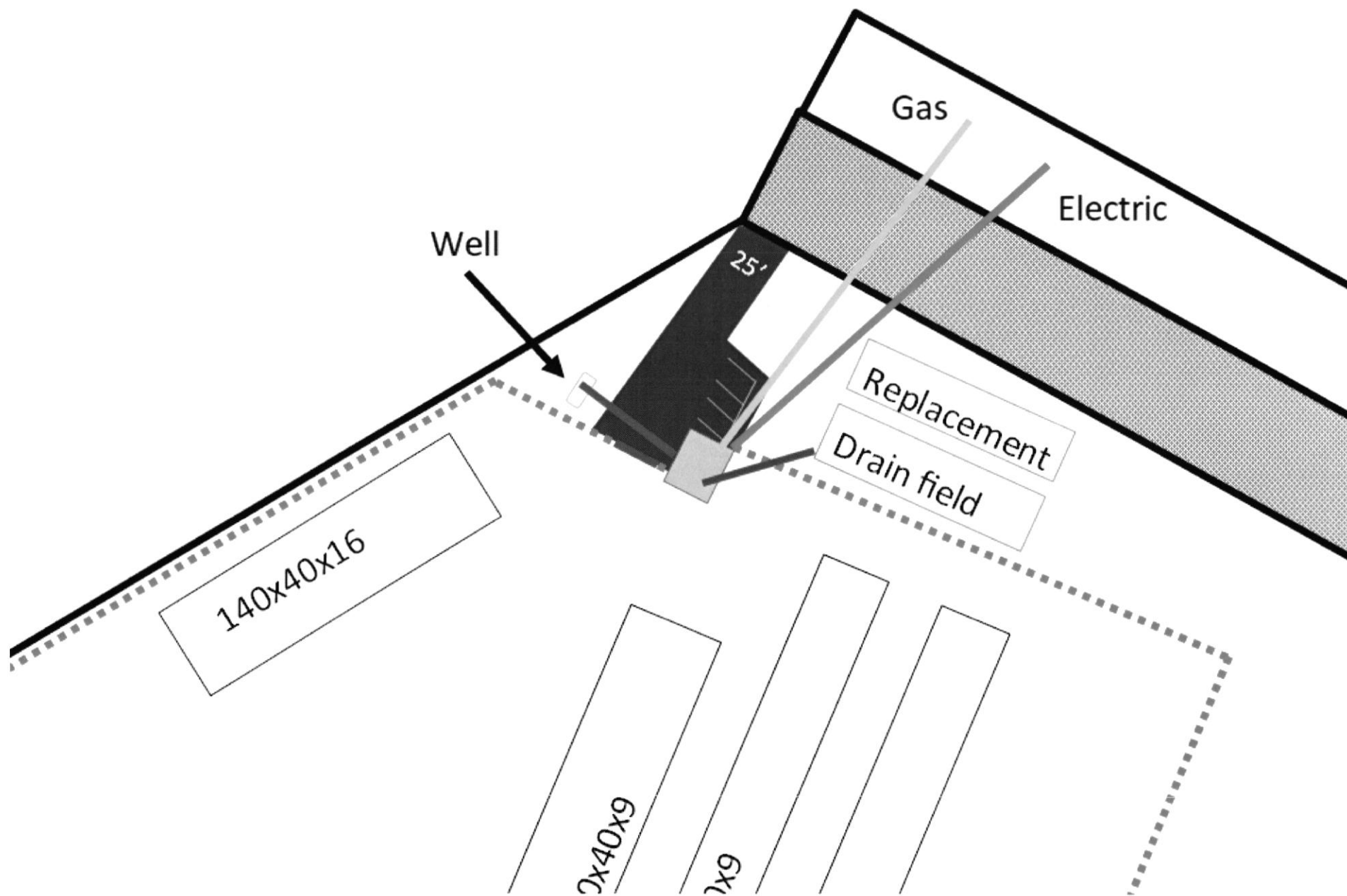


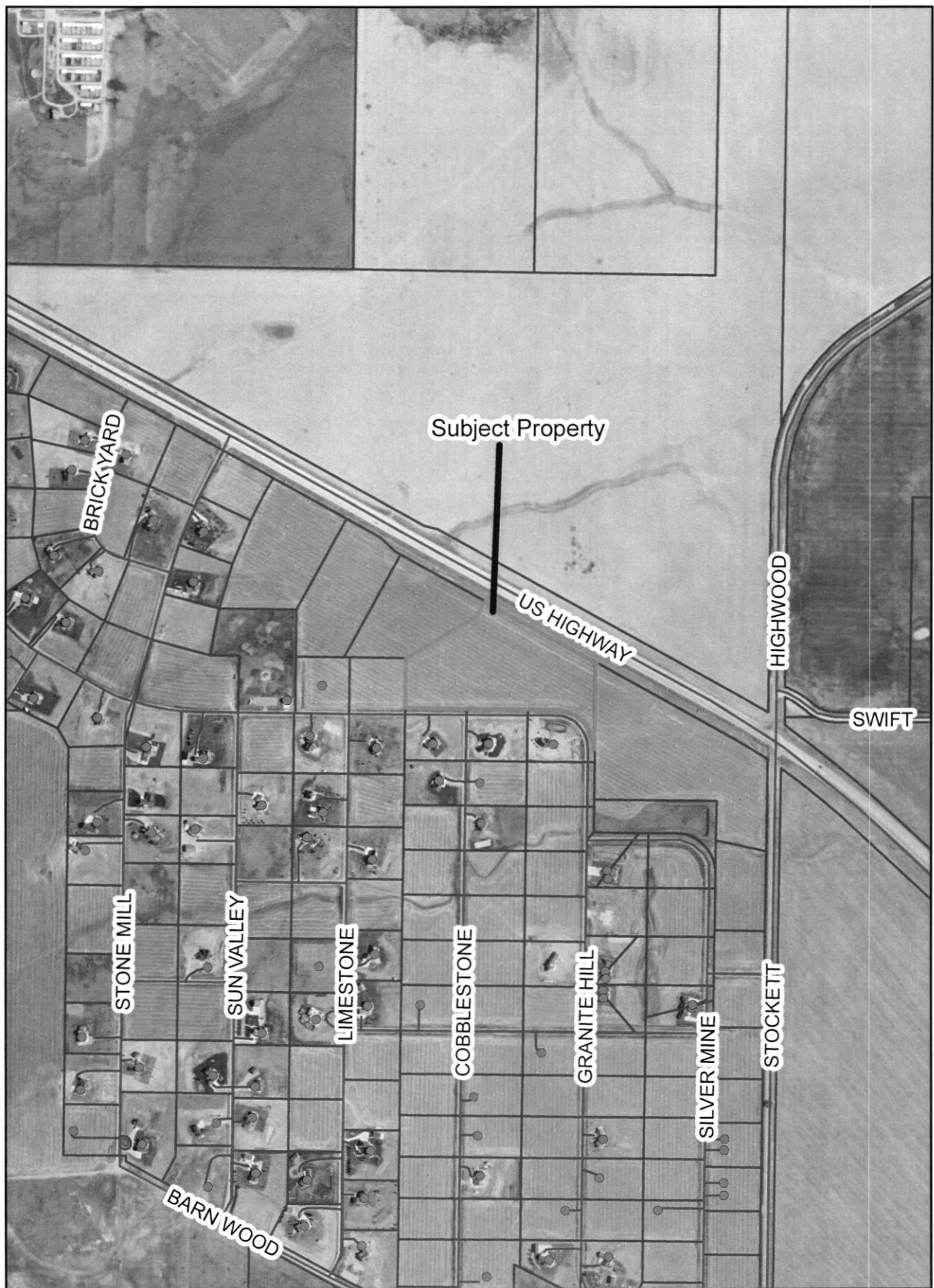
Susan Bridgeford
Susan Bridgeford
Notary Public for the State of Montana
Residing in: Great Falls
My Commission Expires: October 5, 2009



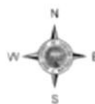
- Trees (Ponderosa Pine, American Elm, Highland Poplar)
- Native grass, fescue, perennial ryegrass, Kentucky bluegrass
- Landscape rock, rock beds,
- Shrubs / Perennials

Sight
obscuring
screening

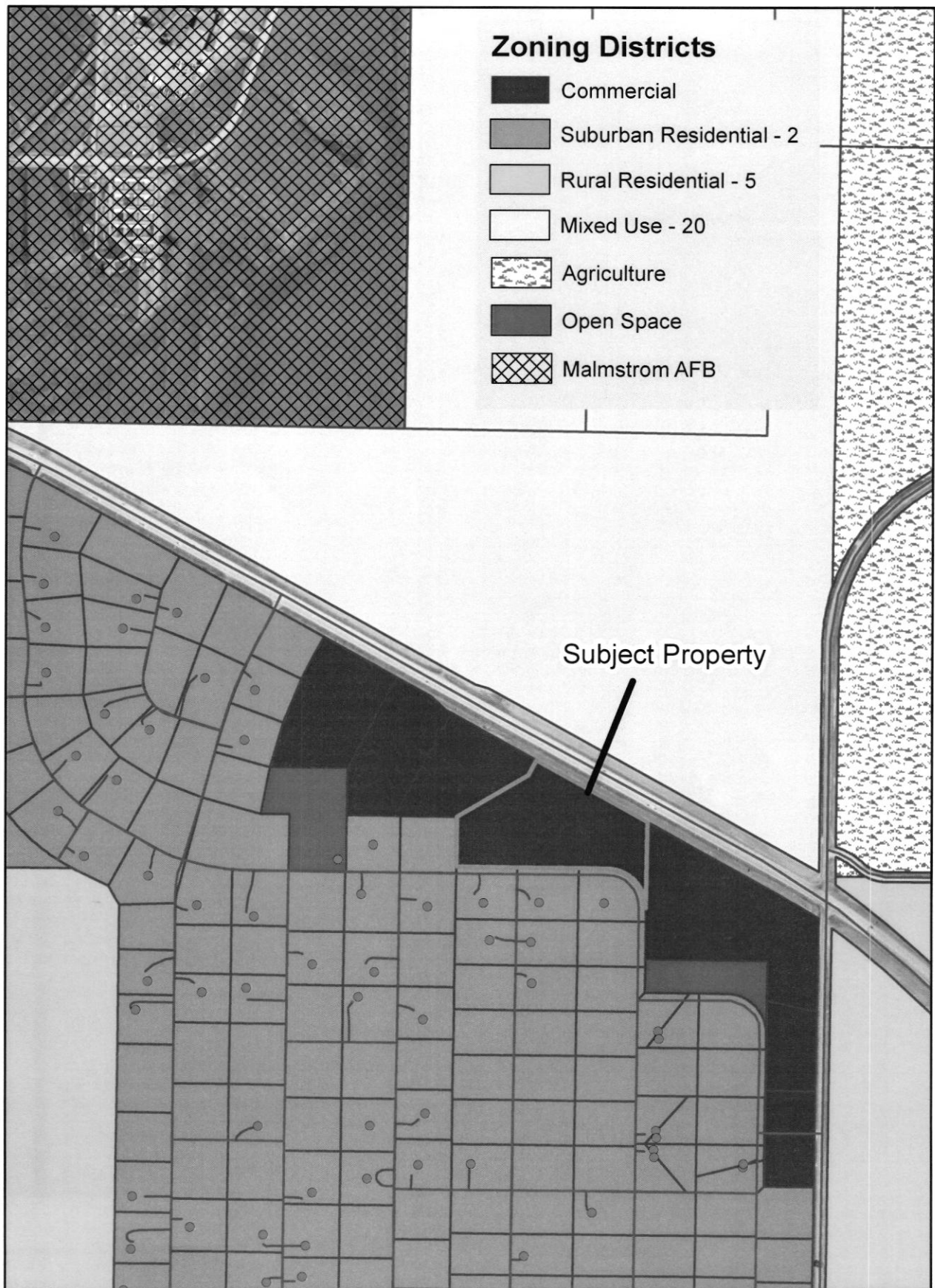




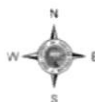
1,000 500 0 1,000 Feet



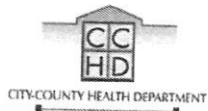
The geographical representation of this map and/or drawing is provided for informational purposes only and should be used for Reference Only. Any information represented here is not guaranteed to be accurate or current. No reliance on angles, distances, area sizes or other land survey data should be assumed without verification by the user. Neither Cascade County nor the Cascade County GIS Division accepts any responsibility for errors or omissions. This document may not be reproduced, edited, or otherwise altered in any way without advanced permission of the Cascade County GIS Division or Cascade County Commission.



1,000 500 0 1,000 Feet



The geographical representation of this map and/or drawing is provided for informational purposes only and should be used for **Reference Only**. Any information represented here is **not** guaranteed to be accurate or current. No reliance on angles, distances, area sizes or other land survey data should be assumed without verification by the user. Neither Cascade County nor the Cascade County GIS Division accepts any responsibility for errors or omissions. This document may not be reproduced, edited, or otherwise altered in any way without advanced permission of the Cascade County GIS Division or Cascade County Commission.



Cascade City-County Health Department
115 4th Street South
Great Falls, MT 59401
406-454-6950

Permit #: 061-21

Subsurface Wastewater Treatment System Permit

The sewage disposal system is to be constructed as specified in this permit, in accordance with the Cascade County Regulations, and the Approved Plot Plan (attached).

ONSITE OWNER INFORMATION

SCHERMELE, KEITH
Address : 3355 15TH AVENUE SOUTH
GREAT FALLS, MT 59405-
Mailing Address :
Phone : 406-899-7744

ONSITE INFORMATION

Address : GREAT FALLS, MT 59405--
Mailing Address :
Phone : None Specified
Parcel ID# : 0002645640
GEO Code# : 02-3016-13-4-01-07-0000
Permit Type : NEW
System Type : EVAPOTRANSPIRATION SYSTEMS
Permit Issue Date : 4/15/2021
Dwelling Type : COMMERCIAL
of Bedrooms :
Designed Gallons/Day : CM
Application Rate : 0.15
Subdivision Approval # : #2438/FOOTHILLS RANCH COMMERCIAL
of People :

INSTALLER INFORMATION
009 - JEFF IVERS

Phone : 406-799-8888

Septic System Requirement:

Minimum Septic Tank Size: 1,000
Dose Tank Size: 500
Absorption area Permitted 200.00 SQF

Lot Number: 4

Water Supply: WELL
Dwelling Type: COMMERCIAL

Conditions for Approval/Installation Comments

SIZED FOR 2 OFFICE EMPLOYEES. 200 SQFT MINIMUM PRESSURE DOSED ETA BED. INSTALL PER DEQ COSA WITH SEPTIC SYSTEM AND WELL IN PRE-APPROVED LOCATIONS AS SHOWN ON LOT LAYOUT ATTACHED. STORMWATER PLAN MAY REQUIRE A DEQ REWRITE.

SYSTEM REQUIREMENTS :

The Subsurface Wastewater Treatment System must be installed per the approved System Installation Requirements.

This permit is revocable if all stated requirements are not met.

The Health Authority shall assume no responsibility in case of failure of the Wastewater Treatment System. This permit is issued with the understanding that the minimum requirements of Cascade County Regulations for Subsurface Wastewater Treatment Systems will be met.

Issuance of septic permit does not constitute approval of other possible requirements including but not limited to: building/zoning permits, flood plain permits, discharge permits, or EPA requirements.

Please call (406) 454-6950 for final inspection at least 24 hours in advance.

NOTE: Installer Report Forms representing the approved system and layout are due within 10 days of installation and are attached to this permit as part of the final record.

This sewage disposal system permit to install is null and void if: (a) conditions are changed from those shown on the Application; (b) conditions are changed from those shown on the Approved Plot/Construction Plan, (c) conditions of this permit are not followed. No installation shall be covered or used until inspected, corrections are made if necessary, and approved or expressly authorized by the local health department. Any part of any installation which has been covered prior to approval shall be uncovered, if necessary, upon direction of the local health department.

Sandy Johnson

Sandy Johnson

4/15/2021
(Issued Date)

(Final Approval Date)



CCHD: 115 4th Street South, Great Falls, MT 59401 (406) 454-6950

Subsurface Wastewater Treatment System Application

Directions: Fill out the following application completely and submit with the appropriate septic permit application fee (contact CCHD for the applicable fee amount). Minimum requirements for a permit may include, but are not limited to, submitting a copy of a Certificate of Survey, excavating an 8 foot deep test pit within 25 feet of the proposed system, performing a percolation test, taking a nitrate sample from an existing or nearby well, and/or providing additional information to fulfill the minimum requirements outlined in the Cascade County Wastewater Treatment System Regulations. Note: Permit fees are non-refundable.

General Information

Property Owner(s) Keith Schermele

Home Phone # 406-899-7744

Cell# 406-899-7744

Mailing Address 3355 15th Ave S

City Great Falls ST MT Zip 59405

Email schermele@msn.com

Installer name Ivers Construction - Jeff Ivers

Installer phone & email 406-799-8405 , jeff@iversconstruction.com

Site Information

Site Address TBD Sapphire Lane, Great Falls, Montana

Parcel Size (acres) 12

Town/City Great Falls / Cascade County

Zip Code 59405

(If new construction, the address will be issued following Septic Permit Approval)

Is the property located in an approved subdivision? ☒ Yes - attach *Certificate of Subdivision Approval (COSA)* ☐ No ☐ Unknown

Name of Subdivision Foothills Ranch Commercial

Phase _____ Lot/Tract 004 Block 001

Section 13 Township 20 Range 04

Are there any sanitary restrictions or easements on this property prohibiting the construction of a structure requiring water, sewer or storm water (i.e. agricultural covenant, sanitary restriction exemption noted on survey, etc.)? ☐ Yes ☒ No

Is the property located in the 100-year floodplain? ☐ Yes ☒ No

NOTE: drainfield MUST be at least 100 feet from the 100-year Floodplain. If you cannot meet this setback or don't know if you are in the floodplain, please call CCHD for additional information.

Is the proposed drainfield at least 100 feet from surface water (e.g. ponds, rivers, creeks, etc.)? ☒ Yes ☐ No

What is the water source for the property (e.g. well, cistern, spring, etc.)? well

If a well - what is the approximate depth in feet? 350

Purpose of Application – Mark all that apply in each section

- ☒ New construction
 - ☐ Upgrade/Expansion (show existing system on Site Plan)
 - ☐ Replacement tank only
 - ☐ Replacement drainfield only
- Describe reason for tank or drainfield replacement(s), if known

☐ If applicable, Existing Permit(s) # _____

- ☐ Residential (complete *Residential* Section)
- ☒ Commercial (complete *Commercial* Section)

- ☐ Multiple-User (serves more than 2 units)
- ☐ Public (Note: A public wastewater system serves 25 or more people, 60 days or more a year or has 15 or more service connections). These systems must be reviewed and approved by DEQ prior to issuance of county septic permit.

☒ DEQ approval # 11-1695 / CO # 2438

**Residential**☐ Yes☐ No

of Living Units* _____ (*area under one roof that can be used for one residence with facilities for sleeping, cooking and sanitation)

of Bedrooms in each living unit (add 1 for unfinished basement) _____ # of people on the system _____

Is there a water treatment system currently in use (e.g. Water softener, RO unit, etc.)? ☐ No ☐ Yes Type: _____If new construction, are water treatment devices planned? ☐ No ☐ Yes Type: _____**Commercial**☒ Yes☐ No

of commercial units* 1 _____ (*Commercial unit is defined as the area under one roof that is occupied by a business or other nonresidential use. A building housing two businesses is considered two commercial units.)

Describe the nature of each business to be served. Be specific Small office space with one bathroom for employee use.Will there be any floor drains? ☐ Yes ☒ No If Yes, contact the Health Department to discuss EPA requirements.

What quantity & type of wastewater will be generated by the facility? Be specific & show calculations

Strength of wastewater ☒ Residential ☐ Other (high-strength) Describe: Very minimal use - single bathroom for a part time employee to utilize.Maximum # of employees per day 1 (changed to 2 per M. Zook 4-15-21 email)

Estimated # of customers using the system per day 0

Attestation, Certification & Authorization

By signing below, I hereby attest that I am the legal owner of the property and that the information provided herein and attached in support of this application is true, complete, and accurate to the best of my knowledge. I understand that if any of the application information is found to be incorrect and/or any restrictions (e.g. sanitary restrictions, agricultural covenant, etc.), delinquent taxes or community decay citations or liens have not been properly resolved at the time the permit is issued, the permit can be invalidated. I further understand and agree that, if approved, the Septic Permit for the system proposed is valid for 180 days after the issue date unless extended by the Health Department. I understand that a change in use or any modification may require review and approval by the Health Department. I certify that the wastewater treatment system will be installed according to the Cascade County Regulations for Subsurface Wastewater Treatment Systems and all other state and local law, rules and regulations. I understand that Cascade County does not guarantee the performance of any wastewater treatment system. I hereby attest that I have verified the wastewater treatment system will be located on my property as described herein. I hereby authorize the City-County Health Department to enter upon my property to conduct any required inspection upon 24-hours notice of the Department.

Signature Keith SchermaleDate 4/13/2021*******OFFICE USE ONLY*******

Prior to issuance of a Septic Permit, approval by the Cascade County Planning Department must be obtained for compliance with zoning, floodplain, commercial development, and subdivision regulations.

Location/Conformance (LC) Permit Application #: _____

LC Application Date: _____

Septic Permit #: 061-21 Approval Date: _____Fee: \$ 125⁰⁰Pmt type: CashDate Paid: 4-15-21



ENGINEERS - PLANNERS - DESIGNERS
LAND SURVEYORS - ENVIRONMENTAL SPECIALISTS

1505 14th ST SW
P.O. BOX 3625
GREAT FALLS, MT 59403
(406)727-2185 OFFICE
(406)727-3656 FAX
www.bigskyce.com

PROFESSIONAL SEAL

RECEIVED

OCT 25 2011

MT DEQ PUBLIC WATER
SUBDIVISION BUREAU

DATE: 8/1/11

OWNER:

RANCH
DEVELOPMENT
LLC

PROJECT NAME:

FOOTHILLS RANCH
SUBDIVISION
COMMERCIAL
SEC 13 & 24
T20N R4E

SHEET TITLE:

LOT LAYOUT

DRAWING INFORMATION:

BSCE PROJECT NUMBER: 1011
OWNER FILE NUMBER:
CADD FILE NAME: 1011-LOT LAYOUT
ASSOCIATED PROJECTS:

SHEET:

1
OF
1

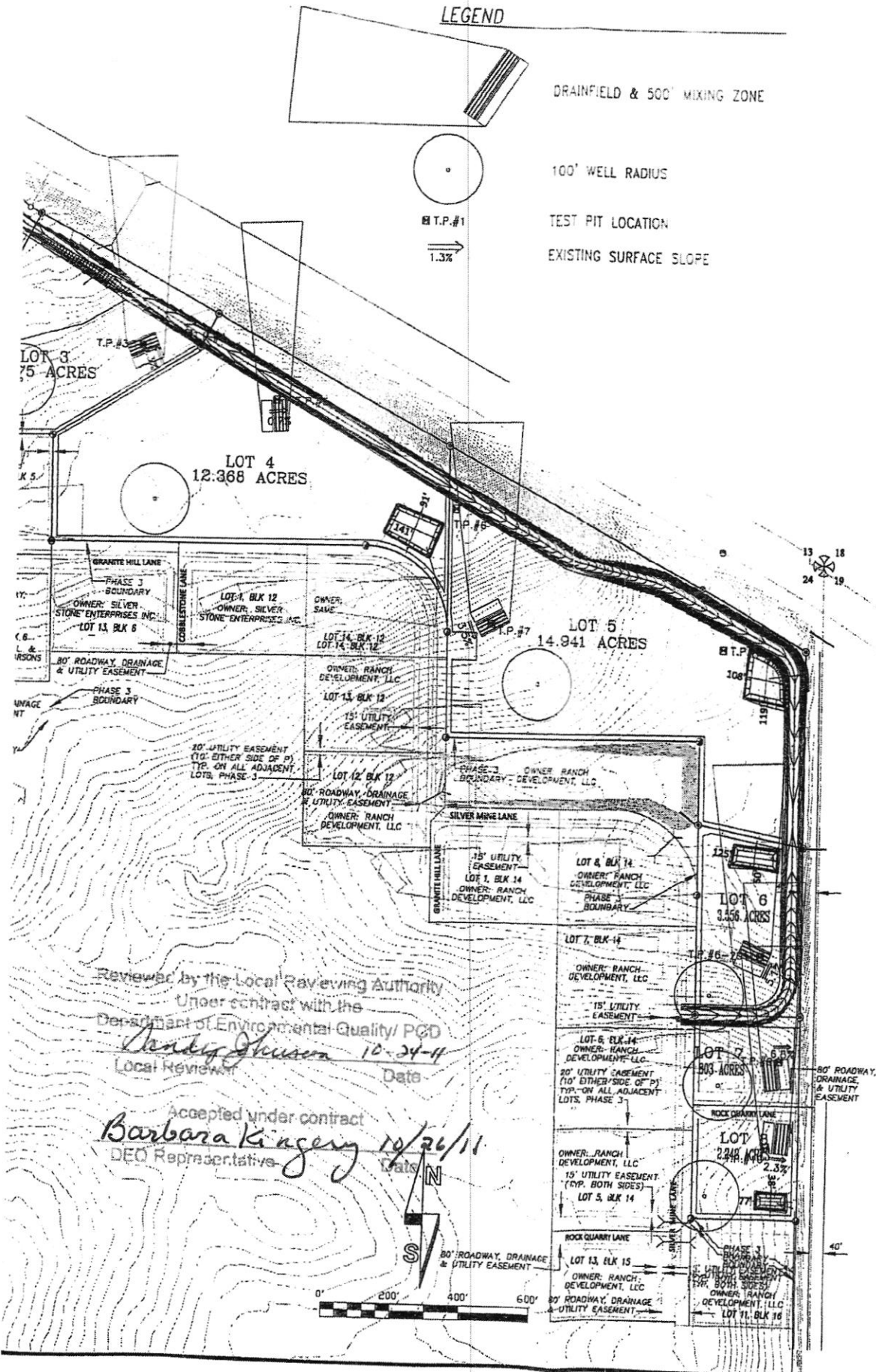
LEGEND

DRAINFIELD & 500' MIXING ZONE

100' WELL RADIUS

TEST PIT LOCATION

EXISTING SURFACE SLOPE





CASCADE COUNTY PLANNING DEPARTMENT

SERVING CASCADE COUNTY, MONTANA

July 15, 2011

Notice of Conditional Approval

Ranch Development, LLC
401 3rd Ave. N.
Great Falls, MT 59401-2422

Re: **Foothills Ranch, Commercial**

The Cascade County Board of Commissioners have approved your major subdivision with specific conditions pertaining to the development that will be generally located in the E1/2 SW1/4, S1/2 SE1/4 of Section 13 and the E1/2 NE1/4 of Section 24, Township 20 North, Range 4 East P.M.M. Cascade County, Montana. The property is legally described as Parcels #2625900 (Geo Code 3016 13 3 02 01 0000) and 2645600 (Geo Code 3016 24 1 01 01 0000)

The conditions of approval are:

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat.
2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat.
3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (MCA 76-3-612).
4. Causing to be recorded in conjunction with the major plat the covenants of the Major Plat that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, and that impose upon all landowners the exclusive responsibility to improve and maintain the public rights of way created by and indicated on the subdivision plat.
5. Pursuant to 7-22-2152 M.C.A., submitting a written plan to the Cascade County Weed and Mosquito Board specifying the methods for weed management procedures with regards to this development.
6. Causing to be recorded in conjunction with the final plat homeowners' association documents with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat;
7. Causing to be recorded on the plat a statement concerning limited public services;

8. Causing to be recorded on the plat an Agricultural Notification Statement;
9. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat;
10. The inclusion on the major plat of a statement provided by Cascade County certifying the status of the internal subdivision road; and
11. The homeowners association/owners of the commercial lots shall be responsible for the continual maintenance of the detention ponds;
12. Obtaining approval for the proposed water and sewage disposal systems from state and/or local health departments;
13. Cause to be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner thereof. The covenant may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County.
14. Existing cistern to be properly maintained and equipped with the proper appurtenances for the Sand Coulee Volunteer Fire Department to use for fire fighting at all times. Providing for an easement for the existing the cistern to be granted to Cascade County as well as the developers install and the homeowners association maintain an accessible approach for access to the cistern at all times. Cisterns must be located in an approved location by the Cascade County Planning Department. The developer must obtain a letter from the Sand Coulee Volunteer Fire Chief stating that the appurtenances, cistern and easement meet the requirements of the Sand Coulee Volunteer Fire Department.
15. The homeowners association (Foothills Ranch, Commercial) shall be responsible for the continual maintenance of the fire equipment subject to adequate inspections by the Fire Chief of the Sand Coulee Volunteer Fire Department to insure the equipment is being properly maintained.
16. Developer must complete the Montana Department of Transportation SIAP (Systems Impact Action Process) satisfactorily to MDT and Cascade County.
17. Landscaping must be provided for buffering, screening, or prevention of soil erosion per section VI-H.b.v of the Cascade County Subdivision Regulations (September 2007).
18. Conform with Section "VI-Q Fire Protection subsection 3.2 On-Site Storage" of the Cascade County Subdivision Regulations (2007)" which states "These tanks must be located no further than 1,000 feet from any portion of a subdivision lot less than 20 acres in size."

If you have any questions, please feel free to contact me at 454-6905.

Sincerely,

Mark N. Donohue
Planner
Cascade County Planning Division
121 4th St N, Suite 2 H/I
Great Falls, MT 59401
Phone: 454-6905
Fax: 454-6919

CC: Mark Leo, E.S., BSCE

Buildings for Lease or Rent Application Approval
under authority of Title 76, Part 8, Montana Code Annotated

On April 27, 2021, the Cascade County Commissioners met and approved the application submitted by Keith Schermele, for Ranch Development, LLC, for two (2) mini-storage buildings with 45 units each, one (1) mini-storage building with 30 units, and one (1) mini-storage building with 10 units located on Parcel # 2645640, Geocode 02-3016-13-4-01-07-0000, Lot 4, Block 1 of the Foothills Ranch Commercial Subdivision located in Section 13, Township 20 North, Range 04 East, P.M.M., Cascade County, MT. The Commissioners approved the application with the following conditions:

1. The Applicant shall obtain any necessary addresses from the 911 addressing office.
2. The Applicant must obtain any other required Federal, State or County permits and comply with the regulations associated with any other permits and approvals.

Dated this 27th day of April, 2021.

BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

Attest

On this _____ day of April, 2021, I hereby attest the above-written signatures of the Cascade County Board of Commissioners.

Rina Fontana Moore, Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

Deputy County Attorney

* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

April 27, 2021

Agenda #7

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Dust Control

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract 21-55

PRESENTED BY: Les Payne, Public Works Director

BACKGROUND:

Cascade County Public Works Department went out for estimates, for someone to provide dust control on several sections of county roads. Due to the high traffic speeds and the high number of vehicles that are traveling these sections of roads, it is causing large amounts of dust, as well as poor road conditions. Sections of roads that will be impacted, are as follows, Lewis St, E Highwood, Orr Coulee, Stuckey, Vinyard and 6th St NW. Cascade County only received one estimate and this from Gruber Excavating, of Montana City, with a price of \$35,799.96, to apply Magnesium Chloride.

RECOMMENDATION:

Cascade County Staff, after reviewing estimate for the Dust Control remodel, recommends awarding the contract to Gruber Excavating, INC, located in Montana City, MT, for the total cost to the County of \$35,799.96.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** Contract 21-55, estimate proposal from Gruber Excavating, INC, of Montana City, for the total cost to the County of \$35,799.96 and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"I move the Cascade County Commission **DISAPPROVE** Contract 21-55."

Approval:

Contract 21-55, Dust Control

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

Passed and adopted at Commission Meeting held on this 27th day of April, 2021.

Attest

On this _____ day of _____ 2021, I hereby attest the above-written signatures of Joe Briggs, James L. Larson, and Don Ryan, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

*** APPROVED AS TO FORM:
Josh Racki, County Attorney**

DEPUTY COUNTY ATTORNEY

*** THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.**

CONTRACT

In consideration of the mutual promises and consideration set forth herein between GRUBER EXCAVATING, INC, a domestic for profit corporation, whose mailing address is 32 Bitterroot Lane, Montana City, MT 59634 and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. Contract Purpose And Scope Of Contract Work: The purpose of this contract is for GRUBER EXCAVATING, INC, to provide all labor, material and equipment necessary, to complete dust control on the following roads, using Magnesium Chloride, as set forth in the Gruber Excavation, Inc, (Contractor) proposal dated April 12, 2021, which is attached hereto and incorporated herein and incorporated herein as Exhibit A & B. In the event Contractor's bid/quote contains terms which conflict with this Contract, the terms of this Contract will be controlling. The Contract Work shall be performed, on the following sections of county roads, as detailed in Exhibit A & B and will be subject to the prior approval of the Cascade County's authorized agent Les Payne, Public Works Director.

2. Performance Standards: Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work and shall do so in a timely, professional and good workmanlike manner and in accordance with prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). Contractor will promptly repair any damage. Contractor will be required to properly sign and secure the work site so as to maintain, at all times, the safety of County's employees, agents, invitees and public.

3. Contract Time: Contractor shall fully complete the Contract Work no later than thirty (90) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. Contract Sum: Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of THIRTY-FIVE THOUSAND SEVEN HUNDRED NINTYNINE AND 96/100 DOLLARS (\$35,799.96) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. Contract Payment: As a condition precedent to payment, the Contractor shall conduct a final inspection of the Contract Work with the Authorized Representative of the County. The County shall promptly comply and participate with any reasonable request of the Contractor for final inspection. Upon final inspection and receipt of the Contractor's application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the

County's opinion the Contract Work is not accepted. If the County withholds payment under this section, the County shall notify the Contractor of the withholding and the reason therefor no later than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. Partial payment under this section shall not constitute or be construed to constitute the County's acceptance of any disputed portion of the Contract Work. Acceptance of final payment by the Contractor shall constitute a waiver of all Contractor claims against the County except those previously made in writing and identified by the Contractor as unsettled prior to receipt of the final payment from the County.

6. Force Majeure: If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

7. Insurance: Prior to commencing work under this agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. Contractor's proof of insurance as provided to County is attached hereto as **Exhibit C** to this contract and such coverages shall remain in full force and effect for the duration of this Contract. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

8. Contractor Registration: Construction contracts greater than \$2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate must be provided to the County. Contractor's registration number is # 21875 and expires on the 6th day of March, 2022.

9. Indemnification: Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

10. Montana Prevailing Wage Rate and Gross Receipts Tax: Contractor may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages if required by state law.

11. General Warranty: The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

12. Choice of Law and Venue: This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

13. Entire Agreement and Modification: This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

14. Severability: If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

15. Mutual Assent and Authority: The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

DATED this 20 day of April, 2021

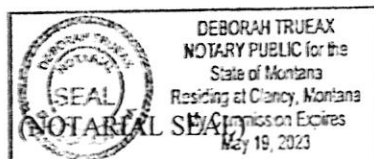
Contractor:

Car Ben
Gruber Excavating, INC.

STATE OF MONTANA)
 :SS
County of Cascade)

This instrument was signed or acknowledged before me on this 20th day of April, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.



Deborah Trueax
Notary Public for the State of Montana
Residing at Clancy, MT
My Commission expires: May 19, 2023

County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

Jim Larson, Commissioner

Don Ryan, Commissioner

Attest

On this ____ day of _____, 2021, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Ft. Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

GRUBER EXCAVATING, INC.

32 Bitterroot Lane
Montana City, MT 59634

Proposal

ESTIMATE #	DATE
1708	4/12/2021

TO:
Cascade County Public Works

PROJECT

DESCRIPTION	UNIT PRICE	QTY	UNIT	TOTAL
Magnesium Chloride to be applied at a rate of .50 gallons per square yard to Lewis St, E Highwood Rd & Ore Coulee Rd in Belt for dust control. Lewis St - approx 900' E Highwood - approx 2480' Orr Coulee - approx 1800'	1.05	5,180	Linear Feet	5,439.00

Thank you for giving us the opportunity to do business with you.

WEBSITE	PHONE #
www.gruberexcavating.com	406-449-3927

GRUBER EXCAVATING, INC.

32 Bitterroot Lane
Montana City, MT 59634

Proposal

ESTIMATE #	DATE
1709	4/12/2021

TO:
Cascade County Public Works

PROJECT

DESCRIPTION	UNIT PRICE	QTY	UNIT	TOTAL
DustGard applied at a rate of .5 gallons per SY to approximately 5.33 miles (28,112 linear feet) of roadway. Approximate footage: Stuckey Rd (5.3 miles or 16,020') Vinyard (1.25 miles or 6600') 6th St NW (1.04 miles or 5492')	1.08	28,112	Linear Feet	30,360.96

Thank you for your business!

WEBSITE	PHONE #
www.gruberexcavating.com	406-449-3927



Montana Department of
LABOR & INDUSTRY

CERTIFICATE OF CONTRACTOR REGISTRATION

GRUBER EXCAVATING INC
32 BITTERROOT LANE
CLANCY, MT 59634

STATUS
Employer

REGISTRATION NO.
21875

EFFECTIVE DATE
03/07/2020

EXPIRATION DATE
03/06/2022

Visit our website at www.mtcontractor.com or call the
Registration Section at **406-444-7734** for more information
or to verify the validity of this certificate.



GRUBEXC-02

SSAUER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Helena Office PayneWest Insurance, Inc. P.O. Box 6127 Helena, MT 59604	CONTACT NAME: PHONE (A/C, No, Ext): (406) 442-5360 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Western National Assurance Company INSURER B : Montana State Fund INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 24465 15819
INSURED Gruber Excavating, Inc. 32 Bitterroot Montana City, MT 59634		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CPP1234299	3/2/2021	3/2/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	031336530	7/1/2020	7/1/2021	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Cascade County
279 Vaughn S Frontage Road
Great Falls, MT 59404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sherry Sauer

E. Highwood RD
Orr Coulee RD
Lewis Street



© 2021 Google

Google

Imagery Date: 7/26/2014 47°23'14.91"N 100°55'01.01"W elev 3760

Stuckey RD
Vinyard RD
6th ST NW



April 27, 2021

Agenda #8

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Elections Remodel

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract 21-56

PRESENTED BY: Les Payne, Public Works Director

BACKGROUND:

Cascade County Public Works Department went out for estimates, for a small remodel project for the new Elections space, that will be located at 325 2nd Ave N, Great Falls, MT, room 110. Cascade County received two estimates, one from WVH Enterprises of Great Falls, with a price of \$62,300.00 and a second estimate from LAABS Construction, LLC, of Great Falls, with a price of \$47,250.00.

RECOMMENDATION:

Cascade County Staff, after reviewing estimates for the remodel of the new Elections space, located in the annex, recommends awarding the contract to LAABS Construction, LLC, of Great Falls, MT, for the total cost to the County of \$47,250.00.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** Contract 21-56, estimate proposal from LAABS Construction, LLC of Great Falls, MT, for the total cost to the County of \$47,250.00 and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"I move the Cascade County Commission **DISAPPROVE** Contract 21-56."

Approval:

Contract 21-56, Elections Remodel

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

Passed and adopted at Commission Meeting held on this 27th day of April, 2021.

Attest

On this _____ day of _____ 2021, I hereby attest the above-written signatures of Joe Briggs, James L. Larson, and Don Ryan, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

*** APPROVED AS TO FORM:
Josh Racki, County Attorney**

DEPUTY COUNTY ATTORNEY

*** THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.**

CONTRACT

In consideration of the mutual promises and consideration set forth herein between LAABS CONSTRUCTION, LLC, a domestic limited liability company, whose mailing address is P.O. Box 3486, Great Falls, MT 59403 and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. Contract Purpose And Scope Of Contract Work: The purpose of this contract is for LAABS Construction, LLC, to provide all labor, material and equipment necessary, to complete the work to renovate the suite per drawing and site visit, as set forth in the LAABS Construction LLC (Contractor) proposal dated April 8, 2021, which is attached hereto and incorporated herein and incorporated herein as Exhibit A. In the event Contractor's bid/quote contains terms which conflict with this Contract, the terms of this Contract will be controlling. The Contract Work shall be performed in the county Annex, located at 325 2nd Ave N, room 110 and will be subject to the prior approval of the Cascade County's authorized agent Les Payne, Public Works Director.

2. Performance Standards: Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work and shall do so in a timely, professional and good workmanlike manner and in accordance with prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). Contractor will promptly repair any damage. Contractor will be required to properly sign and secure the work site so as to maintain, at all times, the safety of County's employees, agents, invitees and public.

3. Contract Time: Contractor shall fully complete the Contract Work no later than thirty (90) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. Contract Sum: Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of FORTY-SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$47,250.00) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. Contract Payment: As a condition precedent to payment, the Contractor shall conduct a final inspection of the Contract Work with the Authorized Representative of the County. The County shall promptly comply and participate with any reasonable request of the Contractor for final inspection. Upon final inspection and receipt of the Contractor's application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the

County's opinion the Contract Work is not accepted. If the County withholds payment under this section, the County shall notify the Contractor of the withholding and the reason therefor no later than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. Partial payment under this section shall not constitute or be construed to constitute the County's acceptance of any disputed portion of the Contract Work. Acceptance of final payment by the Contractor shall constitute a waiver of all Contractor claims against the County except those previously made in writing and identified by the Contractor as unsettled prior to receipt of the final payment from the County.

6. Force Majeure: If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

7. Insurance: Prior to commencing work under this agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. Contractor's proof of insurance as provided to County is attached hereto as **Exhibit B** to this contract and such coverages shall remain in full force and effect for the duration of this Contract. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

8. Contractor Registration: Construction contracts greater than \$2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate must be provided to the County. Contractor's registration number is # 14781 and expires on the 31 day of December, 2021.

9. Indemnification: Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

10. Montana Prevailing Wage Rate and Gross Receipts Tax: Contractor may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages if required by state law.

11. General Warranty: The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

12. Choice of Law and Venue: This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

13. Entire Agreement and Modification: This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

14. Severability: If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

15. Mutual Assent and Authority: The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

DATED this ____ day of April, 2021

Contractor:

LAABS Construction, LLC, of Great Falls

STATE OF MONTANA)
 :SS
County of Cascade)

This instrument was signed or acknowledged before me on this ____ day of _____, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

Jim Larson, Commissioner

Don Ryan, Commissioner

Attest

On this ____ day of _____, 2021, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Ft. Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

LAABS CONSTRUCTION, LLC

- P.O. Box 3486 Great Falls, MT 59403

April 8, 2021

RE: CASCADE COURT HOUSE ANNEX

LES PAYNE

WE PROPOSE TO PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO COMPLETE THE WORK TO RENOVATE THE SUITE PER DRAWING AND SITE VISIT FOR THE PRICE OF \$47,250.00.

WE HAVE INCLUDED FRAMING, SOUND BATTS, GYP BOARD, TAPING, PAINTING, 2- 6x6 WINDOWS IN OFFICE, 4 3-0 X 7-0 HM DOOR AND FRAMES, A 36" ADA PLASTIC LAMINET COUNTER, AC CEILING AND PAINTING.

WE HAVE NOT INCLUDED ARCHITECTURAL OR ENGINEERING FEES, OFFICE SYSTEM FURNISHINGS, CARD READERS, FLOORING, HVAC, PLUMBING OR ELECTRICAL.

PLEASE CALL IF YOU HAVE ANY QUESTIONS.

THANK YOU

PAT LAABS

CITY OF GREAT FALLS

LICENSE CERTIFICATE

Certificate Number
14781-2020-00000097

LAABS CONSTRUCTION/LCM, INC.
PO BOX 3486
GREAT FALLS, MT 59403

City of Great Falls Issues To:

LAABS CONSTRUCTION/LCM, INC.
4225 2ND AVE N
GREAT FALLS, MT 59405-1408

General Contractor - Home Occupation

*This Certificate Holder
promotes Health and Safety
for the
Citizens of Great Falls*

VALID FOR:

01/01/2021 to 12/31/2021



Community Development Department

PLEASE DISPLAY IN A PROMINENT LOCATION



LAABCON-01

CBYERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Great Falls Office PayneWest Insurance, Inc. 405 3rd Street NW, Third Floor Great Falls, MT 59404		CONTACT NAME: PHONE (A/C, No, Ext): (406) 761-1160 FAX (A/C, No): (406) 452-1172 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Insurance Company	
		INSURER B: Montana State Fund	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EPP 0078691	4/12/2021	4/12/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0078691	4/12/2021	4/12/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EPP 0078691	4/12/2021	4/12/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	034781732	1/29/2021	1/29/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Cascade County 279 Vaughn South Frontage Road Great Falls, MT 59404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ELECTION REMODEL

Electrician	Electrical Outlets, new Lighting and Misc	\$	9,904.00
AT-Klemens	Roofing Repairs to Annex	\$	2,000.00
Central Lock & Key	PDK Swipe Locks	\$	4,000.00
Mikes Window Tint	Tint remaining windows	\$	500.00
Door Hardware	Hardware	\$	500.00
Anderson Glass	Handicap Openers on two doors	\$	2,000.00
Laabs Construction	Remodel	\$	47,250.00
Public Works	Bars for the windows	\$	2,000.00
Mike Green	Network Drops	\$	1,000.00
TOTAL-PARTS & MATERIALS		\$	69,154.00
20% CONTINGENCY		\$	13,830.80
TOTAL		\$	82,984.80

[illegible]